

# Request for Proposal

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## Lincoln County Forest Jack Pine Plantation Clearing (approx. 40 acres/5 sites)

The Lincoln County Forestry, Land & Parks Department is seeking to contract with an individual or entity to clear/eliminate several small dying jack pine plantations by reducing all trees and brush on the site to mulch or chips. Trees vary from 2 to 8 inches in diameter at the stump. There are 5 small plantations totaling approximately 40 acres in the Townships of Wilson and Somo. This project is to be completed between 12/1/20 and 9/30/21.

Specifications and instructions may be obtained from Dean Bowe, Lincoln County Forestry, Land & Parks Administrator at 801 N. Sales Street – Suite 106, Merrill), or online at [www.co.lincoln.wi.us](http://www.co.lincoln.wi.us) . Proposals must conform to the requirements of the specifications and instructions.

Proposals must be received by the Forestry, Land & Parks Department on or before 2 PM on October 29, 2020 and will be publicly opened at the Forestry Department Office located at 801 N. Sales Street (Suite 106) at 2:15 PM that day.

## INSTRUCTIONS

### 1. PROPOSALS.

All proposals will be addressed to Lincoln County Forestry, Land & Parks Department (Attn: Department Administrator), 801 North Sales Street (Suite 106), Merrill, WI 54452, and delivered to the Lincoln County Forestry Department. Proposals must be legibly printed or type written **using the prescribed bid form (attached)**. Proposals must be sealed in an opaque envelope labelled "Jack Pine Plantation Clearing." Proposals must set forth the scope of services to be provided and the qualifications of the individual or entity. Any deviation from the specifications or these instructions must be noted clearly and concisely. Proposals must be signed (by the individual or by a duly authorized representative of the entity) and dated. Proposals must remain firm for a period of ninety (90) days.

Issuance of this request for proposal does not confer any rights to any prospective proposer and does not obligate Lincoln County to engage in any procurement or to purchase. Any costs associated with the preparation of a response to this request shall be the sole responsibility of the person submitting the proposal.

Any confidential or proprietary information should be clearly marked as such. The County will use discretion with regards to disclosure of confidential or proprietary information contained in any proposal, but cannot guarantee that information will not be made public. As a governmental entity, the County is subject to Wisconsin's Public Records Law. Where a proposal identifies any portion of your materials as confidential or proprietary, bidder agrees to indemnify and defend Lincoln County and provide legal counsel for purposes of any challenges to these designations. Be advised that under Wisconsin's public records law, a prevailing challenger is entitled to attorneys fees, damages of not less than \$100, and other actual costs if the challenger prevails in whole or in part. Wis. Stat. § 19.37(2)(a). If the denial of access to a record is determined by the court to be willful or intentional, the court shall award actual damages. Wis. Stat. § 19.37(2)(a). An arbitrary or capricious denial may result in the imposition of punitive damages or statutory penalties. Wis. Stat. § 19.37(3), (4).

Once submitted, the proposals and any supplementary documents become the property of Lincoln County.

### 2. LATE PROPOSALS

Proposals that are not timely received will not be accepted. Late proposals will not be opened nor returned to the bidder. Proposals by email or fax will NOT be accepted. Actual receipt is required.

### 3. COMPETITIVE PROPOSAL/BID.

This is a competitive proposal/bid. Bidders must use the attached bid form. The contract shall be awarded to the lowest qualified and responsible proposer/bidder. Bids shall remain valid for 90 days from the date of opening.

#### 4. QUALIFICATIONS OF INDIVIDUAL OR ENTITY

Individual or entity shall be licensed, certified, accredited, and/or meet all of the necessary qualifications to perform the services/work contemplated. Lincoln County may make that investigation as it deems necessary to determine the ability of the individual or entity to perform the services/work. Lincoln County reserves the right to reject any proposal if the individual or entity fails to satisfy the County that the individual or entity is qualified to perform the services/work contemplated.

Lincoln County may, in its' sole discretion, require proposers to submit sworn statements as to financial ability, equipment and experience in the work/services prescribed AND other matters that the County requires for the protection and welfare of the public in the performance of a public contract. Persons or entities offering bid proposals are strongly encouraged to incorporate such information (and references for recent, similar work performed) in their bids.

#### 5. CONSIDERATION/AWARD OF CONTRACT

*Based on funding available for this project, Lincoln County may decrease the acreage to accommodate the amount of funding available. This decrease in acreage will be negotiated with the Contractor, however Lincoln County reserves the right to choose the areas excluded from the project if the number of acres must be reduced.*

Lincoln County reserves the right to reject or accept any or all proposals, or parts thereof, and/or waive technical defects. This solicitation may be cancelled.

The award of this contract shall be to the lowest responsible and qualified individual or entity offering the most advantageous bid to Lincoln County, so long as the bid is deemed compliant.

A responsible individual or entity is one who is not only financially responsible, but who is possessed of the judgment, skill, ability, capacity and integrity requisite and necessary to perform a public contract according to its' terms. Lincoln County reserves the right to consider all elements entering into the question determining the responsibility of the individual or entity.

Lincoln County and/or its' designee may choose to conduct interviews of qualified and responsible proposers and/or contact current and former customers of proposer.

#### 6. SITE VISIT AND PRE-BID CONFERENCE [non-mandatory but recommended]

Prospective proposers/bidders will be afforded the opportunity to conduct a site visit/pre-bid conference to ensure that proposers/bidders are aware of site conditions and to allow bidders to ask questions and/or exchange information with County staff on **Thursday, October 22, 2020 at Noon** on Pine Tree Lane where the Somo River intersects Pine Tree Lane. Attendance is not mandatory, but is recommended.

Proposers/bidders assume responsibility for carefully examining the RFP and specifications for the work contemplated; investigating the conditions to be encountered; being satisfied as to the character, quality, and quantities of work to be performed and any materials to be

furnished; understanding the requirements of the specifications, special provisions, and contract. Submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.

#### 7. CONTRACT

The successful individual or entity shall execute an Independent Contractor Agreement within fifteen (15) days after notice of the award of the contract is given. The request for proposal, instructions, specifications and proposal in their entirety form the primary basis of the agreement and will be made part of the agreement.

#### 8. BOND

Bid must be accompanied by a bond in the form of a certified check, cashier's check or money order in the amount of 10% of the bid, made payable to the Lincoln County Forestry, Land and Parks Department. The bond of unsuccessful bidders shall be returned. The bond for the successful bidder shall be retained or may be replaced by an acceptable Letter of Credit. Bond or Letter of Credit will be returned when the project is satisfactorily completed.

#### 9. LAWS AND REGULATIONS

The successful individual or entity must be cognizant of and shall abide by all applicable federal, state and municipal laws, ordinances, rules and regulations. Any permit, license, certification, accreditation (and any fee therefor) shall be the responsibility of the successful individual or entity.

#### 10. ETHICS/CONFLICT OF INTEREST

It shall be unethical for any person to offer, give or agree to give any elected official, employee or former employee or to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement, a purchase request, influencing the contents of any specification or procurement standards, rendering any advice, investigation, auditing, or in any other advisory capacity in any proceedings or application request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

#### 11. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from the services provided by the Contractor for the request services addressed in this document.

#### 12. INSURANCE

The selected individual or entity shall have adequate insurance coverage that will protect operations conducted under contract, whether performed by the contractor or anyone

employed by them. The contractor shall be required to furnish the County an insurance certificate five (5) days prior to contract award, certifying the contractor is covered by the following types and amounts of coverage:

Type	Limits
Worker's compensation & Employer's Liability	Coverage A: \$ Statutory; Coverage B: \$100,000 Employers Liability
CGL/General liability (Bodily injury/Personal injury, Property damage)	\$1,000,000 each occurrence, Combined single limit \$2,000,000 each occurrence, Combined single limit (excavating/underground/collapse, if applicable to project) \$5,000,000 each occurrence, Combined single limit (if asbestos is involved in project)
Automobile liability – owned/hired/non-owned vehicles (Bodily injury/Property damage)	\$1,000,000 each occurrence, Combined single limit
Umbrella excess liability insurance	\$1,000,000 each occurrence, Combined single limit

Failure of County to demand such certificates or other evidence of full compliance with these insurance requirements or failure of contractor to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Contractor shall maintain insurance for the duration of the contract.

The certificate shall list the Certificate Holder and address as follows: Lincoln County (Forestry Department), 801 North Sales Street, Merrill, Wisconsin 54452.

Insurance shall include under the General Liability and Automobile Liability Policies "Lincoln County, its employees, elected officials, representatives, and members of its boards and/or commissions" as "Additional Insured's".

All insurance shall include a thirty (30) day notice to the County prior to cancellation or material policy change.

Contractor shall require sub-supplier; if applicable, to furnish identical Certificates of Insurance to Lincoln County prior to contract taking effect.

### 13. NO ASSIGNMENT

Assignment by the selected Contractor to a third party of any contract entered into for this project is prohibited and will not be recognized by the County unless approved by the County in writing in advance.

### 14. DISPOSAL OF PROJECT-RELATED MATERIALS

Disposal of all materials must be at the Lincoln County Landfill located at N4750 Landfill Lane, Merrill, WI 54452 (715-536-9636).

15. TAX EXEMPT STATUS.

Lincoln County is a tax-exempt municipality under sec. 77.54(9a), Wis. Stats.

**SPECIFICATIONS**

A. PROJECT NARRATIVE

The project is comprised of five (5) separate locations on Lincoln County Forest property (Towns of Wilson & Somo). (See attached map.) Contractor shall be responsible for reducing all trees and brush in the five designated areas to mulch or chips so that other site preparations for planting can take place. Contractor must supply all tools, equipment, materials, and labor necessary to complete the work to the satisfaction of the Forestry, Land and Parks Department.

B. SPECIFICATIONS/SCOPE OF SERVICES

These specifications/scope of services are intended to be primarily goal-oriented versus prescriptive in nature. All items, details of construction, services or features not specifically mentioned which are regularly furnished in order to provide the services described herein shall be furnished at the proposed price and shall conform in strength, quality and workmanship to that usually provided by the practice.

Bidders shall describe their approach to provide a site in which all trees (live and dead) and brush within the designated areas (NW ¼ NW ¼ Sec .8, SE ¼ SW ¼ Sec. 18, NE ¼ NW ¼ Sec. 19 T.35N.-R.5E. Town of Wilson; SE ¼ SW ¼ Sec. 13, S ½ NE ¼ Sec. 24 T.35N.-R.4E. Town of Somo) are cut and reduced to mulch or chips.

At no charge, the contractor may remove forest products such as biomass or cordwood from the site. There is estimated to be less than 3 cords per acre of jack pine pulpwood to a 4" top on the site. No decked forest products may remain on the site after contract expires or for longer than 2 weeks during the growing season to prevent insect infestation.

To assure adequate visual inspection and proper completion of the project, grinding/chipping operations must cease when more than 6 inches of snow has accumulated on the site.

Cutting and removal of saleable forest products (cordwood or biomass) will be allowed with greater than 6 inches of snow. Grinding or chipping of remaining brush, stumps, slash and down material and final approval must occur with less than 6 inches of snow.

Contractor is responsible for:

Cleaning equipment prior to moving it to the site to prevent the spread of invasive species.

In some way severing **all** stems (brush and trees) live or dead.

Grinding, mulching, chipping or removing from the site **all** woody material (stems and branches) whether standing or laying on the ground with a FECON, forestry mulcher or other similar equipment. Scattered pieces of tree stems larger than 2 inches in diameter may be left not completely mulched/chipped with no pieces exceeding 3 feet in length.

Cutting or grinding all stumps to within 6 inches of the soil surface.

Following all Wisconsin BMP's for Water Quality, cleaning up any oil or fuel spills and garbage.

Keeping all woods roads and township roads free of damage or debris.

Posting warning signs while operating near township roads.

Ceasing operations if snow is deeper than 6 inches, preventing adequate mulching/chipping and visual inspection of job completeness.

Ceasing operations during high fire danger periods.

Notifying the Lincoln County Forestry Department **48 hours prior to starting operations** and **48 hours prior to completion** of the job.

### C. GENERAL REQUIREMENTS, PERMITS, CODES AND STANDARDS

1. All work under this contract shall be done in strict accordance with State of Wisconsin DNR & DWD, Federal Environmental Protection Agency (EPA) Clean Air Act, Occupational Safety and Health Administration (OSHA) worker safety codes and regulations, and all applicable Federal, State and local regulations, standards and codes governing lead and asbestos abatement and any other trade work done in conjunction with this project. All applicable codes, regulations and standards are adopted into this specification and will have the same force and effect as this specification.
2. The contractor shall apply for and have on-site all required permits and licenses to perform the work as required by Federal, State and Local regulations.
3. It is the contractor's responsibility to provide all materials, equipment and labor necessary to achieve any clearance or approval to both do the work and to put the work into service.
4. It is the contractor's responsibility to provide and maintain protection for the public from any hazards caused by this work.
5. Contractor will need to be responsible for providing their own ladders, scaffolding, lifts or other equipment necessary for the proper performance of the work.

6. Contractor will be responsible for providing any necessary containment measures to protect occupants, workers and property.
7. Contractor will be responsible for assuring that employees are provided with and wear any protective gear as required by any regulatory agency.
8. Contractor shall provide a schedule indicating the approximate dates of all the key functions for the job.
9. Contractor shall be responsible for the safe handling and transportation of all waste generated by this contract to the Lincoln County Solid Waste Landfill. Tipping fees shall be the responsibility of the contractor.
10. Contractor shall assure that the project area is free of refuse/repared or replaced to the satisfaction of the County.

Contractor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of the work, with respect to hire tenure, terms, conditions or privileges of employment, or a matter directly, or indirectly related to employment, because of age (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry.

D. PRE-BID SITE VISIT AND CONFERENCE (NON-MANDATORY BUT RECOMMENDED)

Although not mandatory, a site visit is strongly encouraged before submitting bids to gain a full understanding of the scope of work. **A site visit and pre-bid conference is scheduled for Thursday, October 22, 2020 at Noon on Pine Tree Lane where the Somo River intersects Pine Tree Lane.**

E. COMPENSATION

The Contractor is to provide a fixed price per acre for the completed project. The Contractor will **submit a bid indicating how much per acre** they want to be paid to fulfill this contract, multiplied by 40 acres, which is the contract area. Based on funding available for this project, Lincoln County may decrease the acreage to accommodate the amount of funding available. This decrease in acreage will be negotiated with the Contractor, however Lincoln County reserves the right to choose the areas excluded from the project if the number of acres must be reduced. Lincoln County will be responsible for reimbursement of the successful bidder. Lincoln County requires thirty-five (35) working days to process reimbursement claims. One lump sum payment will be made after successful completion of this project in its entirety and upon completion of final inspection between contractor and the Lincoln County Forest Administrator.

F. PROJECT SCHEDULE

<b>EVENT</b>	<b>SCHEDULED DATE</b>	<b>TIME (all CST)</b>
Release of RFP	Wednesday, October 14, 2020	9:00 AM
Site Visit/Pre-Bid Conference	Thursday, October 22, 2020	Noon
Proposals Due	Thursday, October 29, 2020	2:00 PM
Proposals Opened	Thursday, October 29, 2020	2:15 PM
Reference Checks/Visits	November 2 – 6, 2020	
Committee Action on Bid	Monday, November 9, 2020	To be determined
Start Date	Tuesday, December 1, 2020	8:00 AM
Completion Date	Thursday, September 30, 2021	4:00 PM

G. QUALIFICATIONS

- 1) Relevant Experience: Contractor shall be regularly engaged in this type of work and be experienced in successful completion of land clearing, timber harvesting, Right of Way clearing, or site preparation for tree planting.
  
- 2) Contractor Information
  - i. Letter of introduction that includes name of contact person and contact information.
  - ii. Office location(s), ownership and affiliation, size of entity/company
  - iii. Entity's objective in relation to this project
  - iv. Key project personnel including responsibilities and qualifications to do this work.
  - v. References – provide client name, contact name/title/address/phone of at least three clients that have been or are currently being provided similar service within the last five (5) years

**Required BID FORM FOLLOWS.**

**See also attached MAP.**

LINCOLN COUNTY JACK PINE PLANTATION CLEARING  
BID FORM

Bid per Acre: \$\_\_\_\_\_

Total Bid: \$\_\_\_\_\_

Contractor Signature:

\_\_\_\_\_

Contractor Name

(print):\_\_\_\_\_

Address:

\_\_\_\_\_

City, State, Zip:

\_\_\_\_\_

Phone number:

\_\_\_\_\_

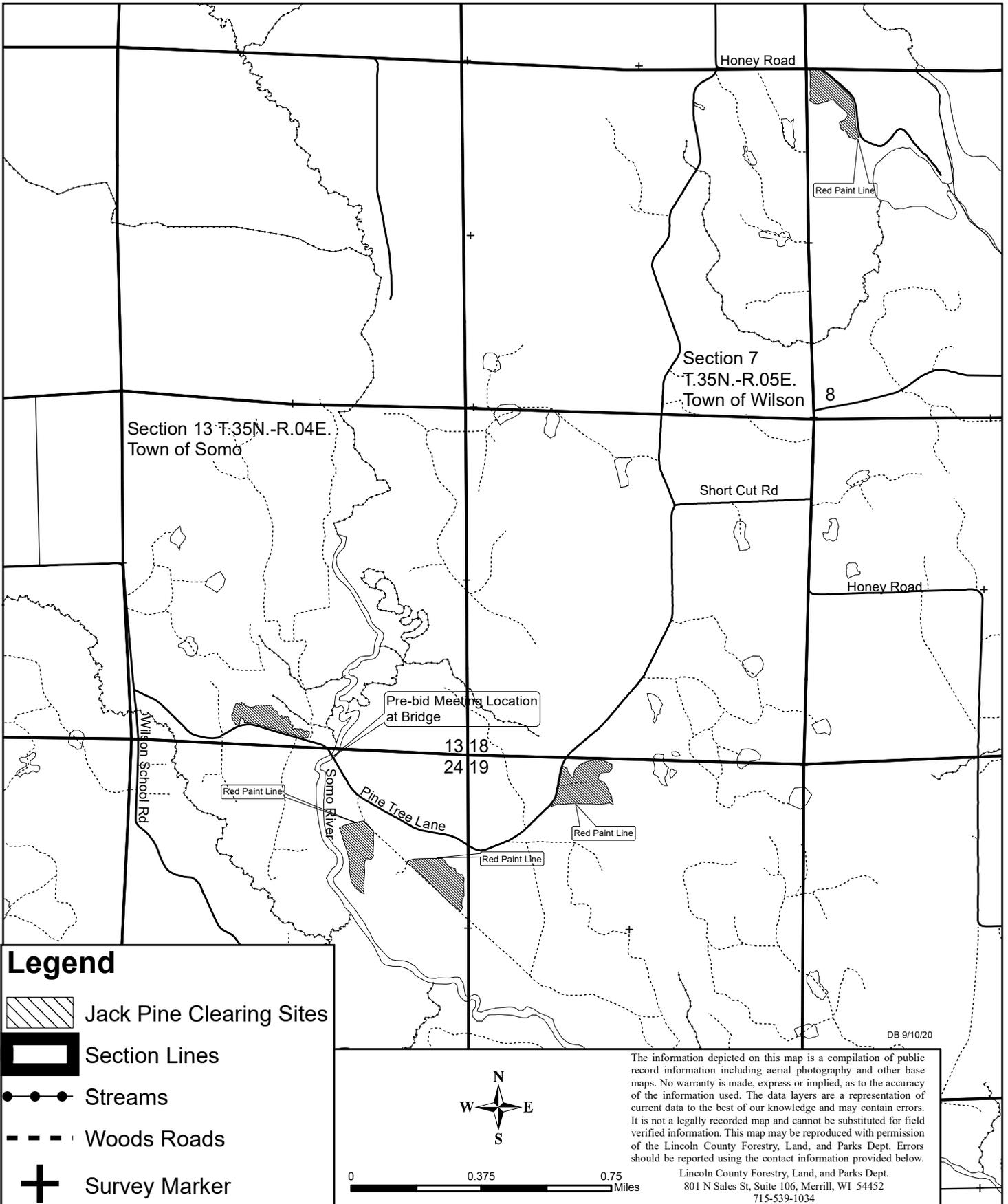
Other Information (if any):

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\_\_\_\_\_

\_\_\_\_\_

# Jack Pine Plantation Clearing RFP Map



## Legend

-  Jack Pine Clearing Sites
-  Section Lines
-  Streams
-  Woods Roads
-  Survey Marker



0 0.375 0.75 Miles

The information depicted on this map is a compilation of public record information including aerial photography and other base maps. No warranty is made, express or implied, as to the accuracy of the information used. The data layers are a representation of current data to the best of our knowledge and may contain errors. It is not a legally recorded map and cannot be substituted for field verified information. This map may be reproduced with permission of the Lincoln County Forestry, Land, and Parks Dept. Errors should be reported using the contact information provided below.

Lincoln County Forestry, Land, and Parks Dept.  
801 N Sales St, Suite 106, Merrill, WI 54452  
715-539-1034

DB 9/10/20