



Mark A. Hackel
County Executive

ADDENDUM # 1 **RFP- 19-45**

For: 2019/2020 TREE AND STUMP REMOVAL PROGRAM

Following are answers to questions received:

Question:

Can any of the trees be relocated instead of cut down and are they being replaced after removal?

Answer:

The Tree Program is for dead or dying trees, no relocation and no replacement is budgeted.

PROPOSAL ITEM
Tree and Stump Removal Program



MACOMB COUNTY PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL

PROPOSAL ITEM NO. : RFP 19-45

PROPOSAL TITLE: 2019/2020 TREE AND STUMP REMOVAL PROGRAM

REQUEST FOR PROPOSAL

The Macomb County Purchasing Department will be receiving sealed proposals for the Tree and Stump Removal Program.

This project consists of the complete execution of tree and stump removal at various locations throughout Macomb County.

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OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a vendor to remove trees and stumps county-wide for the 2019-2020 budget year. The goal is to select the most capable vendor offering the most competitive price. This proposal is in accordance with the Macomb County Procurement Policy.

SUBMISSION PROCEDURES

Date Due: **August 7, 2019 at 10:00 AM (local time)**

Proposals will be publicly opened and read.

DELIVER via FEDEX, UPS, or hand-deliver DIRECTLY TO 34592 Nova Dr., Clinton Twp., MI 48035 - PURCHASING DEPT./SHIPPING & RECEIVING BY DUE DATE & TIME.

If USPS is utilized for submissions, there is no guarantee of a timely delivery as the Post Office does not deliver to individual County Buildings.

NO LATE PROPOSALS ACCEPTED.

Mail to: Macomb County Purchasing
JoAnna Strizic, Asst. Purchasing Manager
ATTN: Sara Lozen
34592 Nova Dr.
Clinton Twp., MI 48035

Return: One (1) hard copy original
One (1) copy of the Proposal.
Clearly mark on the envelope **SEALED PROPOSAL ITEM 19-45 Tree and Stump Removal Program**
Label all submission envelopes with the company name on the outside.

Complete and return all pages requiring vendor response.

All Proposals must be submitted on the forms provided, properly executed and with all items filled out in ink or typed. Do not change or add words to the forms. Unauthorized conditions, limitations, or provisions on or attached to the forms may be cause for rejection of the Proposal. Any Proposer information that is altered by erasure or by inter-lineation prior to submittal must be initialed and explained by notation above the signature of the Proposer.

Macomb County vendors should be registered on the Michigan Inter-governmental Trade Network (MITN) website www.mitn.info.

QUESTIONS

Due: **July 31, 2019 at 2:00 PM (local time)**

Submit to: Email: jstrizic@rcmcweb.org
Fax: 586-791-5860

Questions regarding proposal specifications may be directed in writing only, by email or fax. All questions or clarifications must be directed to the Purchasing Department. Any attempt to contact a County department, other than Purchasing, regarding current Proposals may be grounds for disqualification as a vendor. Answers will be posted to MITN.

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MODIFICATIONS

Macomb County vendors should be registered on the Michigan Inter-governmental Trade Network (MITN) website www.mitn.info. Clarifications, modifications, or amendments may be made to this document at the discretion of the Macomb County Purchasing Department prior to the opening of the solicitations. Should any such changes be made, an addendum will be issued and posted on the MITN website. It is the responsibility of each Proposer to check the website and verify that he/she has received all Addenda prior to submitting a Proposal.

It is also the responsibility of each Proposer to verify that all sub-Proposers and material suppliers whose prices are incorporated in the Proposer's Proposal are familiar with the Proposing Documents in their entirety, including all Addenda issued up to the time of the Proposal opening. (See also *ERRORS, OMISSIONS, AND/OR DISCREPANCIES, below.*)

All addenda issued to Proposers prior to date of receipt of Proposals shall become a part of these specifications, and all Proposals are to include the Work therein described.

DEFINITIONS

- A. Proposing Documents include this Request for Proposal, (including drawings, specifications and all Addenda issued prior to execution of the Contract) and the proposed Contract Documents.
- B. Addenda are written or graphic instruments issued by Macomb County prior to the execution of the Contract that modify or interpret the Proposing Documents.
- C. The Base Proposal is the sum state in the Proposal for which the Proposer offers to perform the Work described in the Proposing Documents as the base, to which Work may be added or from which Work may be deleted.
- D. A Unit Price is an amount stated in the Proposal as a price per unit of measurement for materials, equipment, or services, or a portion of the Work as described in the Proposing Documents.
- E. A Proposer is a person or entity who submits a Proposal to Macomb County, and who meets the requirements set forth in the Proposing Documents.
- F. Default is the failure of the Proposer to fulfill the obligations of the contract, including but not limited to, failure to deliver on time or the unauthorized substitution of articles other than those quoted and specified on the contract; or failure to deliver specified quantities (repetitive shortages).
- G. Owner is the County of Macomb.
- H. Contractor is a person or business which provides goods or services to the County of Macomb under terms specified in a contract.

PROPOSING DOCUMENTS

All Proposing Documents are available on the Michigan Inter-governmental Trade Network (MITN) website www.mitn.info. Proposers shall use complete sets of Proposing Documents in preparing Proposals. Macomb County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposing Documents.

All Proposing Documents are the property of the Architect.

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EXAMINATION OF PROPOSING DOCUMENTS AND SITE

Before submitting a Proposal, the Proposer shall carefully examine the drawings, read the specifications and all other Proposing Documents; and visit the site of the Work. Each Proposer shall inspect the site of the proposed Work to arrive at a clear understanding of the conditions under which the Work is to be performed. The Proposer shall fully inform himself/herself prior to Proposing as to all existing conditions and limitations under which the Work is to be performed and he/she shall include in the Proposal a sum to cover the cost of all items necessary to perform the Work as set forth in the Proposing Documents. No allowance will be made to the Proposer because of lack of such examination or knowledge. The submission of a Proposal shall be construed as conclusive evidence that the Proposer has made such examination. Claims for extra payments based on lack of knowledge of existing circumstances will not be allowed.

PROPOSER'S QUALIFICATIONS

Proposers must be properly licensed under the state laws governing their respective trades. Proposers shall meet qualifications indicated in the Proposing Documents. Macomb County may make such investigations as necessary to determine the ability of the Proposer to perform the Work, and the Proposer shall furnish to Macomb County all such information and data for this purpose as Macomb County may request. Macomb County reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy Macomb County that such Proposer is not properly qualified to carry out the obligations of the Contract.

Submission of a Proposal shall serve as evidence that the Proposer has confirmed that the Proposer is properly qualified to perform the work and is capable of obtaining the required bonds and insurance.

COMPONENT/PRODUCT RESPONSIBILITY

The successful Proposer will provide field instructions for Macomb County's operators, mechanics and/or supervisors. The successful Proposer shall be responsible to insure that all components delivered operate properly and with the intent and details of these specifications.

STATUS OF PROPOSERS

Proprietors submitting Proposals shall indicate their status as proprietors.

Proposers submitting Proposals for partnerships shall indicate their status as partners and shall submit, upon request of Macomb County within 24 hours following receipts of Proposals, a certified copy of the power of attorney authorizing the executor of the Proposal to bind the partnership.

Proposers submitting Proposals for corporations shall indicate their status as corporations and shall submit, upon request of the Owner within 24 hours following receipt of Proposals, a certified copy of the board of directors' authorization for the Proposer to bind the corporation and shall affix the corporate seal on the Proposal.

Proposers shall provide, upon request of Macomb County, within 24 hours following receipt of Proposals, the following:

1. Names and addresses of proprietors, of all members of a partnership, or of the corporation's officers.
2. Name of county or state where the partnership is registered or where the corporation is incorporated. Corporations must be licensed to do business in the project state at the time of executing the contract.

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ERRORS, OMISSIONS, AND/OR DISCREPANCIES

Proposer shall not be allowed to take advantage of errors, omissions, and/or discrepancies found in the Proposing Documents. In the event a conflict or omission is discovered in the Proposing Documents after the issuing of the last addendum such that an interpretation cannot be issued by Macomb County prior to proposing, the Proposer is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work.

SUBSTITUTION OF MATERIALS AND EQUIPMENT

Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided that the material, article, or piece of equipment so proposed is, in the opinion of the Architect, of equal substance appearance and function.

To obtain approval to use unspecified products, Proposers shall submit written requests at least ten (10) days before the proposal date. Requests received after this time will not be considered. Requests shall clearly describe the product for which approval is asked, including all data necessary to demonstrate acceptability.

If the product is acceptable, the Architect will approve it in an Addendum which will be posted on the MITN website. The product shall not be purchased or installed by the Contractor without the Architect's written approval.

Voluntary alternates or qualifications contrary to the Contract requirements made by the Proposer in or accompanying his/her Proposal as a condition for the acceptance of the Contract will not be considered in the award of the Contract and will cause the rejection of the entire Proposal.

TERMINATION

Macomb County reserves the right to terminate any award to the Proposer without any liability, upon a 30 day notice from Macomb County.

DEFAULT (refer to Section: Definitions, Item F)

If continued abuse of any/or all of the default conditions persist, Macomb County will notify the Contractor in writing. The Contractor will be given thirty (30) days to correct this default condition. Failure to correct within the specified period will result in Macomb County canceling the Contract and procuring the articles or services from other sources. The Contractor will be responsible for any excess costs occasioned thereby.

RIGHT TO REJECT

Macomb County reserves the right to reject any or all Proposals in whole or in part and to waive any informalities therein, or accept any Proposal it may deem in the best interest of the County.

Note: Past experience and performance may be a factor in making an award.

MODIFICATION AND WITHDRAWAL OF PROPOSALS

A Proposal may be withdrawn on personal requests received from Proposer prior to submission time. A Proposal being withdrawn may be re-submitted up to submission time. Negligence or error on the part of the Proposer in preparing his/her Proposal confers no right for withdrawal of the Proposal after it has been opened.

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OFFER PERIOD

Proposals will remain firm for a period of 120 days after official opening of Proposals.

PROPOSAL BREAKDOWN CONSTRUCTION INFORMATION

Upon notice from the Architect, the low Proposers shall submit a detailed cost breakdown of all work covered by the Proposing Documents. The breakdown shall show quantity of material and labor, units of material and labor, material cost, labor cost and total cost.

EXECUTION OF CONTRACT

Macomb County reserves the right to accept any and all Proposals, or to negotiate contract terms with the various Proposers when such is deemed by Macomb County to be Macomb County's best interest.

UNIT PRICES

Unit prices shall include all charges applicable to the items including, but not limited to, materials, shoring, hauling removal, fee, layout, supervision and overhead (field and home office), labor, general expenses, transportation, taxes, insurance and profit. Single unit prices shall apply to additions to, or deductions from the Work.

SCHEDULE - TIME OF COMPLETION

Work is to commence on a date specified in a written "Notice to Proceed", and the Work shall be fully complete within the required time allowed. Macomb County requires the Work to be substantially complete no later than the agreed upon completion date.

BASIS OF PROPOSAL

A single lump sum Proposal is being entertained for the Work of the Proposal.

SALES AND EXCISE TAXES

The County of Macomb, being a governmental unit, is exempt from sales and federal excise taxes. The price is to be net, exclusive of any taxes. All prices stated in the Proposal response will include all Federal, State, County and Municipal taxes, including Michigan State Sales and Use Taxes, or contributions required by Proposer's business.

PERMITS

Any needed city permits and bonds will be required prior to award of Contract and commencement of Work.

INDEMNIFICATION

Macomb County will not be responsible for injury to Contractor's employees, Sub-Contractors, or to third parties caused by the Contractor's agents, servants or employees. Therefore, the Contractor agrees to incorporate the below hold harmless agreement into the required insurance and to be evidenced by being contained in the certificate of insurance. Further, the below listed indemnification is incorporated and is part of the subject contract.

The Contractor agrees to protect, defend, indemnify and hold the County of Macomb and its commissioners, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, legal fees, liens, demands, court costs, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, death,



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damage to property, defects in materials or workmanship, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at his sole expense and agrees to bear all other costs and expenses related hereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case in which this indemnification would violate legal prohibition, the foregoing provision concerning indemnification shall not be construed to identify the County for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the County, its commissioners, officers, employees or agents.

BID BOND/GUARANTEE

All Proposals must be accompanied by a certified check, cashier's check, or a satisfactory Surety Bid Bond in an amount not less than five percent (5%) of the total Proposal price. Checks shall be made payable to Macomb County Department of Roads. No Proposal shall be considered unless it is accompanied by a certified check, cashier's check or a satisfactory Surety Bid Bond.

Checks will be returned to all except the three (3) lowest Proposers for each contract within five (5) days after the opening of the Proposals, and the remaining checks will be returned promptly after Macomb County Department of Roads and the accepted Proposers have executed the Contract, or if no award has been made, within one hundred twenty (120) days after the date of the opening of the Proposals, upon demand of the Proposer at any time thereafter, so long as he has not been notified of the acceptance of his/her Proposal.

The Bid Bond/Guarantee may be forfeited to Macomb County Department of Roads, if the successful Proposer refuses to enter into a Contract within ten (10) days upon award of Contract from Macomb County Department of Roads.

Bid Bonds shall be accompanied by a Power-of-Attorney authorizing the signer of the bond to do so on behalf of the Surety Company.

PERFORMANCE AND PAYMENT BOND

The successful Proposer will be required to furnish a satisfactory performance and payment bond each in an amount equal to 100 percent of the Contract Sum, within five (5) days after notification of intent to enter into Contract. Bonds, in the full amount of the contract, are required so that the County has a guarantee that the Contractor will faithfully perform the contract and the Contractor will make all payments for all labor and material costs or claims covered or furnished under the contract.

All bonds and policies or certificates of insurance must meet with the approval of Macomb County before the Contractor will be allowed to commence the Work. Failure or refusal to furnish bonds or insurance policies or certificates in a form satisfactory to Macomb County shall subject the Proposer(s) to forfeiture of Bid Bond.

The Performance and Payment Bond must be from a surety company licensed to do business in the State of Michigan, and will be in Compliance with all the requirements of MCL 129.201 et seq.

CONTRACTS WITH SUB-CONTRACTORS

All contracts made by the Proposer with Sub-Contractors shall be covered by the terms and conditions of the Contract. The Proposer shall inform all Sub-Contractors of these terms and conditions. Macomb County reserves the right to require of the Proposers tentatively selected for

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consideration in the awarding of the Contract, a list of the Sub-Contractors whom the Contractor intends to employ.

Macomb County reserves the right to disapprove the use of any proposed Sub-Contractor, and in such event, the Proposer submitting such Sub-Contractor shall submit another such Sub-Contractor in like manner within the time specified by Macomb County. Macomb County reserves the right to reject any proposal if such information required by Macomb County is not submitted as above indicated.



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INSURANCE

COMMERCIAL GENERAL LIABILITY INSURANCE

Shall be written on an occurrence basis with limits of Liability of not less than \$1,000,000 (one million dollars) as combined single limit for each occurrence of bodily injury and personal injury with an annual aggregate of not less than \$2,000,000 (two million dollars). The policy shall include;

- a. Contractual Liability
- b. Products and Completed Operations
- c. Independent Contractors Coverage
- d. Broad Form General Liability Extensions or equivalent

WORKERS' COMPENSATION

Workers' Compensation Insurance meeting Michigan statutory requirements. Employer's Liability Insurance with minimum limits of \$500,000 each accident, \$500,000 bodily injury by disease policy limit, \$500,000 bodily injury by disease each employee.

AUTOMOBILE LIABILITY INSURANCE

Motor Vehicle Liability Insurance including Michigan NO-FAULT Coverage for all vehicles, owned and non-owned, leased and hired used in the performance of this contract with limits of \$1,000,000 (one million dollars) as the combined single limit for each occurrence for bodily injury and property damage.

PROFESSIONAL LIABILITY/ERRORS & OMISSIONS

Professional Liability Insurance with minimum limits of \$1,000,000 (one million dollars) each occurrence and \$2,000,000 (two million dollars) aggregate.

INSURANCE INSTRUCTIONS

All certificates of insurance and duplicate policies shall contain the following:

The County of Macomb shall be named additional insured on all policies (excluding Worker's Compensation) and the underwriters will have no right of recovery or subrogation against the County of Macomb including its agents, employees, elected and appointed officials and agencies. It being the intention of the parties that the insurance policy so effected will protect both parties in primary coverage for any and all losses covered by the subject policy. The insurance carrier(s) must have an A.M. Best rating of no less than an A-, VII.

The insurance company(s) issuing the policy or policies will have no recourse against the County of Macomb for payment of any premiums or for assessments under any form of policy.

The Contractor will assume any and all deductibles in the above any and all deductibles in the above-described insurance policies.

The term "INSURED" is used severally, not collectively, but the inclusion in this policy of more than one insured will not operate to increase the limit of the Owner's liability.

All certificates are to provide a thirty (30) day notice of material change or cancellation. Certificates of insurance must be provided no less than ten (10) working days before commencement of work to the County of Macomb, 120 North Main Street, Mt. Clemens, Michigan 48043 Attn: Department of Risk Management and Macomb County Dept. of Roads, 34592 Nova Dr., Clinton Twp., MI 48035 Attn: Purchasing Dept.

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SPECIFICATIONS/SCOPE OF WORK

2019-2020 TREE AND STUMP REMOVAL - COUNTY WIDE

Proposals due: August 1, 2019 at 10:00 AM

Project No: Primary Roads - 467-M144

Project No: Local Roads - 497-M144

Prospective bidders must have current prequalification with the Michigan Department of Transportation in the proper classification and numerical rating required for the work to be bid.

1. The prequalification rating shall be on file at the Macomb County Department of Roads County, or shall be attached to the proposal. However, a letter from the Michigan Department of Transportation may be accepted if the letter discloses that the prequalification rating with the Michigan Department of Transportation is extended, is currently in effect, and has not lapsed.
2. A contractor whose prequalification's have expired, and is unable to supply with the proposal a letter of extension from the Michigan Department of Transportation prequalification unit, as described in number 1 above, shall certify in writing that their prequalification has been extended by the Michigan Department of Transportation until such time as their new rating can be issued. Certification means a written, notarized affidavit under oath, setting forth facts (dates, times and individuals) which will serve to substantiate the contractor's claims of classification. If this certification does not accompany the Proposal, the Proposal will not be read and will be considered non-responsive.

A certified check or bank draft payable to the Macomb County Department of Roads, or a satisfactory bid bond executed by the vendor and a surety company in an amount equal to five (5%) percent of the proposal, shall be submitted with each proposal. **For Bidding purposes annual contract price of \$120,000 should be used for the bid bond.**

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INSTRUCTIONS TO BIDDERS:

The Contractor shall complete the work herein described in strict accordance with the plans therefore and in strict conformity with the requirements of the Michigan Department of Transportation's current or 2012 Standard Specifications for Construction, and such other Special Provisions and Supplemental Specifications as may be a part of this Proposal. For the purpose of this Proposal, Michigan Department of State Highways and Transportation and Michigan Department of Transportation shall be considered one and the same. The published invitation for Proposal or Advertisement for the proposed work is to be considered a part of the "Instructions to Bidders" as fully as if repeated herein.

PREPARATION OF PROPOSAL:

If the bidder is a co-partnership, each member shall sign or a certificate of co-partnership shall accompany the Proposal or be on file in the office of the Board. A corporation shall execute the Proposal by its duly authorized officers, in accordance with its articles of incorporation and a certified copy of incorporation and authority for officers' signature shall accompany the Proposal. See Article 102.05 of the Standard Specifications.

REJECTION OF PROPOSAL:

Attention of Bidders is directed to the Standard Specification Article 102.06 relating to Irregular Proposals.

CONSTRUCTION SCHEDULE:

The bidder shall complete the Construction Schedule, as provided in the Proposal, by indicating the dates for completion of the major items of work. This Schedule shall become a part of the contract. As the work progresses, the Superintendent or his Designee, will check construction program and, from time to time, order such modifications as may in his opinion be necessary to comply with the completion date and general construction progress. See Article 102.14 of the Standard Specification.

CONTRACTOR PREQUALIFICATIONS:

Prospective vendors must be prequalified with the Michigan Department of Transportation and must have the proper documentation, classification and numerical rating required for the work on which he proposed to bid.

SUB-CONTRACTOR REQUIREMENTS:

Prior to naming a sub-contractor for any of the designated items or specialty items listed under Sub-contract Provisions, the principal Contractor must assure himself that the requirements of Specifications will be met.

NOTE: THE ROAD DEPARTMENT HAS A LIMITED BUDGET FOR THIS PROJECT. SHOULD THE TOTAL PROPOSAL EXCEED THE BUDGETED FUNDS, THE QUANTITIES WILL BE REDUCED. ANNUAL QUANTITIES RANGE FROM 100 TO 120 TREES OF VARIOUS SIZES.

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The work specified in this project may be extended to other projects in the County by mutual agreement of both parties.

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The undersigned has examined the plans, specifications and the locations of the work described herein and is fully informed as to the nature of the work and the conditions relating to its performance, and understands that the quantities shown are approximately only, and are subject to either increase or decrease.

The undersigned hereby proposes to furnish all necessary machinery, tools, apparatus and other means of construction; do all the work; furnish all the materials except as otherwise specified herein; and, for the unit prices or lump sums named in the itemized Proposal, to complete the work herein described in strict accordance with the plans therefore and in strict conformity with the requirements of the Michigan Department of Transportation and such other special provisions and supplemental specifications as may be a part of this Proposal.

The undersigned further proposed to do such extra work as may be authorized by the Superintendent or his designee - prices for which are not included in the itemized Proposal. Compensations shall be made on the basis agreed upon before such extra work is begun. The undersigned encloses a Bid Bond, Certified or Cashier's Check, in the amount of not less than 5% of the total proposal payable to the Macomb County Department of Roads. If the undersigned is the successful bidder and fails to enter into a contract or to furnish satisfactory bonds to the Macomb County Department of Roads within 15 days after being furnished with the necessary contract and bid forms, said Bid Deposit shall be forfeited to the Macomb County Department of Roads as liquidated damage. It is understood that the Bid Deposit of the lowest bidder will not be returned until the contract has been executed and that the proposal guarantees of all except the lowest bidder will be returned promptly.

SIGNED: _____

BY: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____



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CONSTRUCTION PROJECT SCHEDULE:

This project shall be completed on or before: September 1, 2020

LIQUIDATED DAMAGES:

Liquidated Damages will be assessed in accordance with Article 108.10.

PROGRESS SCHEDULE:

Start work within ten (10) days after receiving Notice to Proceed. Vendors shall complete the following Construction Schedule.

ITEM OF WORK	STARTING DAY	COMPLETION DAY
_____	_____	_____
_____	_____	_____
_____	_____	_____

Contractor's Signature Date

Sub-contractor's Signature Date

Failure on the part of the Contractor to carry out the provisions of the Progress Schedule, as herein established, may be considered sufficient cause to prevent bidding future projects until a satisfactory rate of progress is again established.

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BID FORM

ITEM	UNIT	UNIT PRICE
Removing Trees 8"-18"	EA	\$ _____
Removing Trees 19"-36"	EA	\$ _____
Removing Trees 37" +	EA	\$ _____
Removing Stumps 8"-18"	EA	\$ _____
Removing Stumps 19"-36"	EA	\$ _____
Removing Stumps 37" +	EA	\$ _____
Clearing (Special)	Acres	\$ _____
Maintaining Traffic	L.S.	\$ _____
SUB TOTAL - PRIMARY PROJECT: 467-M144.....		\$ _____

ITEM	UNIT	UNIT PRICE
Removing Trees 8"-18"	EA	\$ _____
Removing Trees 19"-36"	EA	\$ _____
Removing Trees 37" +	EA	\$ _____
Removing Stumps 8"-18"	EA	\$ _____
Removing Stumps 19"-36"	EA	\$ _____
Removing Stumps 37" +	EA	\$ _____
Clearing (Special)	Acres	\$ _____
Maintaining Traffic	L.S.	\$ _____
SUB TOTAL - LOCAL PROJECT: 497-M144		\$ _____

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GRAND TOTAL (add Primary & Local)\$_____

SIGNED BY: _____

Print the following:

Name:_____

Company Name:_____

Address_____

City, State, Zip Code_____

Telephone#_____ Fax#_____

SUPPLEMENTAL SPECIFICATIONS (from MDOT 2012 Standard Specifications for Construction)

101 DEFINITION OF TERMS:

The intent and meaning of terms shall be in accordance with Section 101.3 of the Standard Specifications, except as herein provided.

102 BIDDING REQUIREMENTS AND CONDITIONS:

These requirements shall be in accordance with Section 102 of the Standard Specifications, except as herein provided.

102.17 PROPOSAL GUARANTY:

No proposal will be considered unless accompanied by a Bid Bond, or Certified Cashier's Check in the amount of not less than 5% of the total proposal (Based on yearly contract of \$120,000), payable to the Macomb County Department of Roads as a guarantee that the bidder will enter into contract.

102.15 AWARD AND EXECUTION OF CONTRACT:

These requirements shall be in accordance with Section 102.15 of the Standard Specifications, except as herein provided.

102.16 REQUIREMENTS OF CONTRACT BOND:

Performance and Lien Bonds WILL NOT be required for this project.

109.04 PARTIAL PAYMENTS:

Article 109.04 of the Standard Specifications shall be revised as follows:

Partial Payments will be made on a monthly basis.

From the total amount earned, the Road Department may deduct and retain up to ten (10) percent of the amount earned until fifty (50) percent of the contract work is complete. After fifty (50) percent of the contract is complete, additional retainage will not be withheld unless the contractor is not making satisfactory progress or for other specific cause relating to the contractor's performance under the contract. Should additional retainage be withheld, it will not exceed ten (10) percent of the amount earned.

For contracts having a value of thirty thousand (\$30,000.00) dollars or more, or having four or more partial payments, the Road Department will deposit the retained funds in an interest bearing account in a regulated financial institution in this state, wherein all such retained funds are kept by the Road Department, which shall account for both retainage and interest on each construction account separately.

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SUPPLEMENTAL SPECIFICATIONS: (Continued)

The retainage and interest earned on retainage will be released to the contractor together with the final progress payment, except as provided in Section 4 (7) and (8) of Act No. 524, Public Acts of 1980.

The vendor and Macomb County Department of Roads, upon entering into a contract, mutually agree to abide by the rules as set forth in the State of Michigan Act No. 524, Public Acts of 1980.

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FORMS

INSTRUCTIONS

All Proposals must be submitted on the forms provided, properly executed and with all items filled out in ink or typed. Do not change or add words to the forms. Unauthorized conditions, limitations, or provisions on or attached to the forms may be cause for rejection of the proposal. Any Proposer information that is altered by erasure or by inter-lineation prior to submittal must be initialed and explained by notation above the signature of the Proposer.

LIST

The following is a list of forms that are to be completed and returned:

County Vendor Disclosure Form. . .	Page 21
Non-Collusion Affidavit	Page 23
Macomb County Preference	Page 24
General Information	Page 25
Work References	Page 26
Federal E-Verify Program	Page 27
Iran Economic Sanction Act . . .	Page 28
Debarment Form	Page 29
Proposal Form	Page 30
Proposal Form Supplement	Page 33
List of Sub-Contractors	Page 35



County of Macomb, Michigan
VENDOR DISCLOSURE FORM

The Macomb County ethics ordinance requires vendors of the County to complete and file a disclosure statement, the purpose of which is to disclose any financial relationships or other conflicts of interest that may exist between vendors and employees or elected officials (or their appointees) of the County. Once filed, the disclosure form does not need to be updated unless there is a change in circumstance that would cause the answer to any of the questions to change, at which time an amended disclosure form must be filed. Filing of the disclosure form is considered a condition of payment.

PLEASE RETURN THE COMPLETED FORM TO:
Macomb County Purchasing Department
ATTN: Vendor Disclosure
34592 Nova Dr.
Clinton Twp., MI 48035

VENDOR NAME: _____

1. Does the vendor currently employ a relative of any employee, elected official or appointee of an elected official of Macomb County? Relative is defined as husband or wife, father or mother, son or daughter, brother or sister, uncle or aunt, first cousin, nephew or niece, great uncle or great aunt, grandfather or grandmother, grandson or granddaughter, father-in-law or mother-in-law, son-in-law or daughter-in-law, brother-in-law or sister-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister, half-brother or half-sister, the parents or grandparents of the individual's fiancée.

YES NO

If yes, please answer the following:

- A. Name of County employee or elected official (or appointee): _____
- B. County Position/Title: _____
County Department or _____
- C. Agency: _____

2. Does any employee or elected official of Macomb County have an interest in the vendor organization in any of the following capacities, either compensated or non-compensated: director, officer, partner, beneficiary, trustee, member, employee or contractor.

YES NO

If yes, please answer the following:

- A. Name of County employee or elected official (or appointee): _____
- B. County Position/Title: _____
- C. County Department or Agency: _____
- D. Position/Title with Vendor: _____

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3. Does any current employee or elected official of Macomb County have legal or beneficial ownership of 10% or more of the outstanding stock of the vendor organization?

YES **NO**

If yes, please answer the following:

- A. Name of County employee or elected official (or appointee): _____
- B. County Position/Title: _____
- C. County Department or Agency: _____
% of Ownership of Vendor
- D. Organization: _____

4. In the last five calendar years, has the vendor failed to perform or otherwise deliver on the terms of a contract or agreement with Macomb County, or any other public entity, including suspensions or debarments?

YES **NO**

If yes, please provide further explanation:

I hereby certify that the information included on this form is complete, true and accurate to the best of my knowledge and belief. I understand that either myself or the organization to which this form applies may be subject to sanctions and/or penalties as set forth in the ethics ordinance if any information has been falsified or omitted.

Name (Please Print)

Title

Signature

Date

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NON-COLLUSION AFFIDAVIT

STATE OF)
) ss
COUNTY OF)

_____, being first duly sworn, deposes and says that he/she is authorized on behalf of _____ (Proposer Name) who is making the foregoing proposal(s) that:

- 1) Such proposals are genuine and not collusive or a sham.
- 2) This Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person to submit a proposal which is a sham.
- 3) This Proposer has not in any manner agreed with any other persons or businesses to fix the proposed price, overhead, profit, or any cost element of the submitted proposal.
- 4) This Proposer has not attempted to secure any advantage against any other Proposers through collusion with any other Proposer or employees or representative of the County.
- 5) That the proposals submitted are true and accurate to the best of my knowledge and belief and are made in good faith.
- 6) This Proposer has not directly or indirectly submitted or disclosed its proposal or its contents or divulged information or data relative thereto to any association or to any member or agent of any other Proposer to this proposal.

Further, Affiant sayeth not.

Subscribed and sworn to before me
this ___ day of _____, 20___.

Notary Public
County of _____,
State of _____,
My Commission Expires: _____

PROPOSER: THIS AFFIDAVIT MUST BE COMPLETED, SIGNED, NOTARIZED AND INCLUDED IN YOUR PROPOSAL SUBMISSION.

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MACOMB COUNTY BASED PREFERENCE

A local preference percentage credit from the following allowance table will be applied to the bid of any County-based Enterprise. This credit will be subtracted from the Proposal of the County-based Enterprise. In comparing Proposals, the Proposal of the County –based Enterprise after subtraction of the credit shall be considered the official Proposal. However, if the County-based Enterprise is awarded the Contract, the Proposal without the equalization percentage credit shall be the Contract price.

<u>Contract Amount</u>	<u>Local Preference Percentage</u>
Up to \$50,000.00	5
\$50,000.00 to \$200,000.00	3
\$200,000.00 and over	1

1. No business shall receive these credits unless it has been certified by the Purchasing Manager.
2. Any business who claims entitlement to any local preference credit shall disclose the records necessary to establish eligibility to the County.
3. After applying any local preference credits as provided above, the Contract shall be awarded to the lowest Responsible Proposer thus evaluated.

IN ORDER TO DETERMINE IF YOUR BUSINESS IS ENTITLED TO RECEIVE A LOCAL PREFERENCE PERCENTAGE CREDIT PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Is your business headquarters physically located within Macomb County, or has it been conducting business at a location with a permanent street address in the County of Macomb on an ongoing basis for not less than one taxable year prior to your Proposal or response to this Request for Proposal? **YES _____ NO _____**
2. Has your business paid property taxes on real or personal property within the past year on property which is ordinarily needed to perform the proposed contract? **YES _____ NO _____**
3. Are at least 50 percent of your regular full-time employees based at the County location to perform the proposed contract? **YES _____ NO _____**
4. Has your business been dealing for at least one year on a regular commercial basis in the kind of goods or services which are the subject of this bid or proposal? **YES _____ NO _____**

Drug Screening

To the extent not prohibited by law, all contracts for construction, repair, alteration, or rebuilding of a County building or other property shall include a provision requiring the contractor and any subcontractor providing services under the contract to conduct pre-hire screening for illegal drug use by their employees who provide services under the contract.

If applicable, is your business compliant with this requirement? **YES _____ No _____**

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GENERAL INFORMATION

In further description of this Proposal, we desire to submit sheets marked as follows:

Proposing under the name of: _____

DUNS Number: _____
Federal Employer Identification Number: _____
which is (check one of the following):

() Corporation, incorporated under the laws of the State of:

() Partnership, consisting of (list partners):

() Assumed Name (Register No.) _____

() Individual

AUTHORIZED SIGNATURE: _____

Printed or typed signature: _____

Title: _____

Address: _____

City, State: _____

Date: _____

Telephone Number: _____

Fax Number: _____

Email: _____

When payment on such order or contract is to be directed to the same company at an address different from above, please list the address to be used below:

**PROPOSAL ITEM RFP 19-45
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WORK REFERENCES

PROPOSER'S COMPANY NAME _____
Please list at least three (3) companies or public agencies for which you have done similar work.

Macomb County reserves the right to reject low Proposals for poor past performance or inadequate references.

NAME OF COMPANY _____

CONTACT PERSON _____

ADDRESS _____

TELEPHONE NO. _____

NAME OF COMPANY _____

CONTACT PERSON _____

ADDRESS _____

TELEPHONE NO. _____

NAME OF COMPANY _____

CONTACT PERSON _____

ADDRESS _____

TELEPHONE NO. _____

NAME OF COMPANY _____

CONTACT PERSON _____

ADDRESS _____

TELEPHONE NO. _____



FEDERAL E-VERIFY PROGRAM

The Macomb County Board of Commissioners has established a policy regarding the Federal E-Verify Program. This policy states that future contracts (including both new and reviewing contracts) between Macomb County and contractors and vendors who provide services in excess of twenty-thousand dollars (\$20,000) shall require the contractors and vendors to register with, participate in, and utilize the E-Verify Program (or any successor program implemented by the federal Department of Homeland Security and Social Security Administration) when hiring their employees and require the County's Human Resources Department to utilize the E-Verify Program (or any successor program implemented by the federal Department of Homeland Security and Social Security Administration) when hiring new employees.

For more information about E-Verify, go to www.uscis.gov. Click on the E-Verify icon on the bottom left-hand corner of page.

**ACKNOWLEDGMENT OF MACOMB COUNTY'S POLICY
REQUIRING PARTICIPATION IN THE FEDERAL E-VERIFY PROGRAM
AND CERTIFICATION OF COMPLIANCE**

The undersigned hereby acknowledges receipt of a copy of the policy of the Macomb County Board of Commissioners requiring contractors, including those providing professional services, who provide services **in excess of \$20,000 a year** to the County to register and participate in the Federal E-Verify Program.

The undersigned hereby certifies that (he/she/it) will comply with this policy and will register with, participate in and utilize the E-Verify Program or any successor program implemented by the Federal Department of Homeland Security and Social Security Administration when hiring employees.

DATED: _____

Authorized Signature

Printed or Typed Signature

Name of Company



CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below-named Proposer _____, hereby certifies, represents and warrants that the Proposer, including its officers, directors and employees, is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Proposer is awarded a contract, the Proposer will not become an “Iran linked business” at any time during the course of performing any services under the contract.

PROPOSER: _____
Name of Proposer

By: _____

Its: _____

Date: _____

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MACOMB COUNTY DEPARTMENT OF ROADS

VENDOR CERTIFICATION DEBARMENT

All information requested in this section must be completed and the document notarized. Any information omitted, or erroneously reported, may result in disqualification for current or future bidding and supply on behalf of the Macomb County Department of Roads.

The undersigned warrants and presents that they have full complete authority to make representations for and on behalf of the undersigned company and that their representations are fully binding upon the undersigned company.

1. The undersigned are not presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from transactions by any federal department or agency, or any state, county or local municipality, department or agency.
2. The undersigned has not within a three (3) year period preceding this bid been convicted of, or had a civil judgment rendered against them for the commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, or a contract a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. The undersigned are not presently indicted for or otherwise criminally or civilly charged by any governmental entity (federal, state or local) with commission of any of the offenses set forth in paragraph 2.
4. The undersigned have not within a three (3) year period preceding this bid, had one or more public transactions (federal, state or local) terminated or attempted to be terminated for cause or default.

IF THE APPLICANT IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, CERTIFICATION AND EXPLANATION SHALL BE ATTACHED AND PRESENTED WITH THIS CERTIFICATION.

THE UNDERSIGNED CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED MADE ON BEHALF OF THE UNDERSIGNED BIDDER.

Bidder:

Bidder Address:

Applicant/Bidder Representative:

Signature: _____
(Print full name)

Subscribed and sworn to before me this
_____ day of _____, 20__.

Notary Public
County of _____,
State of _____
My Commission expires: _____

**PROPOSAL ITEM RFP 19-45
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PROPOSAL FORM

Proposal Item 19-45 Proposer: _____
Tree and Stump Removal Program (print or type company name)

County of Macomb
Mount Clemens, Michigan

OWNER _____
(Telephone Number)

MACOMB COUNTY
MT. CLEMENS, MICHIGAN 48043

GENERAL AGREEMENTS

- A. The Proposer acknowledges that he/she has had the opportunity to examine the site and locality where the Work is to be performed and has become familiar with the legal requirements, laws, rules, regulations and conditions affecting the cost, progress and performance of the Work; and has made such independent investigations as Proposer deemed necessary to prepare the Proposal. Further, Proposer hereby states that the Base Proposal set forth in this Proposal Response is true and correct.
- B. The Proposer agrees that this Proposal shall not be withdrawn for a period of 120 calendar days after the scheduled closing time for receiving Proposals.
- C. The Proposer declares that in preparing this Proposal, Proposer is assured of the availability of all labor, materials and products to meet the substantial completion date.
- D. The Proposer acknowledges that the price stated below includes all taxes of whatever character or description.
- E. The Proposer agrees to execute a Contract for work covered by this Proposal, provided that he/she be notified of its acceptance within one hundred twenty (120) days after the opening of Proposals.

SCHEDULE - TIME OF COMPLETION

The undersigned agrees to commence the Work of the Contract Documents on a date specified in a written "Notice to Proceed", and shall fully complete the Work within the required time allowed. Owner requires work to be substantially complete no later than the *agreed upon completion date*. The proposed Proposal is in full consideration of this.

ACKNOWLEDGEMENT OF ADDENDA

The Proposer acknowledges receipt of and use of the following Addenda in the preparation of this Proposal:

Addendum No. 1, dated _____, Addendum No. 3, dated _____

Addendum No. 2, dated _____, Addendum No. 4, dated _____

**PROPOSAL ITEM RFP 19-45
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PROPOSAL FORM SUPPLEMENTS

Attached to this Proposal Form and incorporated herein are the following documents, completed in full by the undersigned:

Base Proposal Form Supplement – Unit Prices/Supplemental Fees

BASE PROPOSAL

The undersigned Proposer, having carefully examined the Proposing and Contract Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, all as issued by the Owner, and being familiar with all conditions and requirements of the Work, hereby proposes and agrees to furnish all material, labor, equipment, tools and supervision; and to furnish all services necessary to complete the Work required in accordance with the Proposing Documents for the following projects, in the Bid Form.

The following items are included with completed Proposal:

Licensed/Insured Contractor documentation: _____ Yes _____ No

Bid Bond: _____ Yes _____ No

VOLUNTARY ALTERNATES

The following voluntary alternates are offered by the Proposer. The undersigned agrees that the amounts indicated below shall be added to or deducted from the Base Proposal, as the case may be for each alternate which is accepted.

Description of Voluntary Alternates	Add	Deduct
1. _____	\$ _____	\$ _____
2. _____	\$ _____	\$ _____
3. _____	\$ _____	\$ _____
4. _____	\$ _____	\$ _____

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Respectfully submitted this ____ day of _____, 20__.

Witness: _____
By: _____
(Name of Proposing firm or corporation)
By: _____
(Signature)
Attest: _____
(Signature) _____
(Type or print name)
By: _____
(Type or print name) Title: _____
(Owner/Partner/President/Vice Pres.)
Title: _____ Address: _____
(Corporate Secretary or Assistant Secretary Only) Phone: _____
License: _____
Federal ID No.: _____

(Affix Corporate Seal Here)

Company Name

Company Representative

Title

Date

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PROPOSAL FORM SUPPLEMENT - UNIT PRICES/SUPPLEMENTAL FEES

This form is required to be attached to the Base Proposal Form.

Proposal Item 19-45 Proposer: _____
Tree and Stump Removal Program (print or type company name)

County of Macomb
Mount Clemens, Michigan

UNIT PRICES

For changing quantities of work item from those indicated in the drawings and specifications upon written instructions from the Owner's Representative, the following Unit Prices shall prevail.

Such Unit Prices shall be understood to include all labor, materials, shoring, hauling removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Reimbursement of the Contractor will be made strictly on the basis of a quantitative survey of extended material placed for the unit prices shown.

SUPPLEMENTAL FEES

For additional work performed upon instruction of Macomb County, by Sub-Contractors of the Undersigned, add to the Sub-Contractor's prices for such work a fee of _____%, which includes all the charges of the undersigned for overhead and profit.

Any additional work performed upon instruction of Macomb County by persons other than the Sub-Contractors of the undersigned, the charges will be actual cost of the labor, and materials, (less all discounts) plus the fee of _____%, which includes all the charges of the undersigned for overhead and profit, and to which shall be added the actual cost of insurance & taxes.

Each Proposal covering extra work, shall be accompanied with complete itemized material & labor breakdowns.

For all revisions involving the deletion of contract work, it is agreed that the full credit shall be given Macomb County for such work deleted, including overhead and profit as quoted hereinbefore.

NEGOTIATION

The undersigned agrees that, should the overall cost exceed the funds available, he/she will be willing to negotiate with Macomb County and Architect; for the purpose of making further reductions in the Contract work, and shall agree to give full credit for all such reductions in the work requested by Macomb County, including full value of labor, materials, and Sub-Contract work and reasonable proportionate reductions in overhead and profit, thereby arriving at an agreed upon Contract price.

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Submitted this ____ day of _____, 20____.

By: _____
(Name of Proposing firm or corporation)

By: _____
(Signature)

(Type or print name)

Title: _____
(Owner/Partner/President/Vice Pres.)

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PROPOSAL FORM SUPPLEMENT - LIST OF SUB-CONTRACTORS

All sealed Proposals for construction contracts shall provide a list of preferred sub-contractors and identify, with documentation, whether each subcontractor is a County-based Enterprise.

NAME OF PROPOSER: _____

NAME OF SUB-CONTRACTOR _____

CONTACT PERSON _____

ADDRESS _____

TELEPHONE NO. _____

MACOMB COUNTY BASED ENTERPRISE (Y/N) _____

NAME OF SUB-CONTRACTOR _____

CONTACT PERSON _____

ADDRESS _____

TELEPHONE NO. _____

MACOMB COUNTY BASED ENTERPRISE (Y/N) _____

NAME OF SUB-CONTRACTOR _____

CONTACT PERSON _____

ADDRESS _____

TELEPHONE NO. _____

MACOMB COUNTY BASED ENTERPRISE (Y/N) _____

NAME OF SUB-CONTRACTOR _____

CONTACT PERSON _____

ADDRESS _____

TELEPHONE NO. _____

MACOMB COUNTY BASED ENTERPRISE (Y/N) _____