



**Newaygo County Parks and Recreation Commission  
NEWAYGO COUNTY, MICHIGAN  
REQUEST FOR BIDS (RFB)  
Disc Golf Fairway Clearing**

Newaygo County Parks and Recreation Commission is requesting sealed bids from qualified contractors for Disc Golf Fairway at Ed H Henning County Park, 500 Croton Dr., Newaygo, MI 49337. All work and site cleanup is to be completed no later than July 1, 2023; alternate timelines will be considered if proposed by the contractor.

Newaygo County officially distributes bid documents from the Newaygo County Administration Office. Copies obtained through any other source are not considered official copies. If you have received this document from a source other than the Newaygo County Administration Office, it is recommended that you obtain an official copy.

**1. BIDDING PROCESS**

The following is a schedule of events concerning the bid process:

- Mandatory Bid Walkthrough Monday, March 27, 2023 at 12 pm  
Henning Park Pavilion
- Bids Due Thursday, April 6, 2023, at 11 am  
County Clerk's Office
- Bids Opening Thursday, April 6, 2023, at 11:30 am  
County Clerk's Office
- Contract Award Date Thursday, April 27, 2023

**A complete original of the sealed proposal shall be submitted to:**

**NEWAYGO COUNTY CLERK**  
1087 Newell, PO Box 885  
White Cloud, MI 49349

**\*\* PLEASE MARK YOUR ENVELOPES: Sealed Bids- Disc Golf Fairway Clearing- NEWAYGO COUNTY PARKS**

Sealed bids must be received no later than Thursday, April 6, 2023, at 11 am, at the address set forth above. Proposals received after Thursday, April 6, 2023, at 11 am may not be considered. The proposal is to be completed in a clear, concise form. Any additional written material such as professional records, certifications, etc., may be attached and submitted to augment the data.

The bidder must initial any corrections.

NO FAXED OR E-MAILED DOCUMENTS WILL BE ACCEPTED.

Questions regarding bid specifications shall be emailed to Newaygo County Parks Director, Nick Smith, at [nicks@co.newaygo.mi.us](mailto:nicks@co.newaygo.mi.us). Newaygo County will make every effort to provide a clear answer to interested parties; however, makes no guarantees.

Questions must be asked in writing, preferably via email, and responses will be placed on the County's website at [www.countyofnewaygo.com](http://www.countyofnewaygo.com). To view items related to this solicitation, under the "County Procurement" tab

If you need any assistance, contact:

Nick Smith, Parks and Recreation Director  
[nicks@co.newaygo.mi.us](mailto:nicks@co.newaygo.mi.us)

## **2. RESERVATION OF RIGHTS**

The Newaygo County Board of Commissioners reserves the right to reject any proposals, to award the agreement to other than the low proposal, to award separate contracts for separate parts of the services required, to negotiate the terms and conditions of all and any part of the proposals, to waive irregularities or formalities, and in general to make award in the manner as determined to be in the Newaygo County's best interest and its sole discretion.

## **3. RESPONSIVE PROPOSALS**

Companies are expected to examine the requirements and all instructions. Failure to do so will be at the company's risk. Each company shall furnish all the information requested herein. If any person/organization contemplating submitting a proposal is in doubt of the true meaning of any part of the specifications or other conditions with the RFB, they are advised to ask to have the portion in question clarified. Refer to Section 1, BIDDING PROCESS.

## **4. CHANGES AND ADDENDA TO BID DOCUMENTS**

Each change or addendum issued concerning this request will be on file in the Office of Administration. In addition, all changes and addenda will be posted on Newaygo County's website. Refer to Section 1, BIDDING PROCESS, on how to access information on the website. It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or additions shall become part of the contract and such modifications or addenda shall bind all bidders.

## **5. TAXES, TERMS, AND CONDITIONS**

Newaygo County is exempt from paying federal and State Sales Taxes on most transactions. The county's tax number is 38-6006112. Payment terms are subject to County fiscal policy and respective contracts.

## **6. INDEMNIFICATION AND HOLD HARMLESS**

The bidder whose proposal is accepted must agree to the following indemnification and hold harmless responsibilities:

The bidder shall, at his or her own expense, protect, defend, indemnify and hold harmless Newaygo County, its elected and appointed officers, employees and agents from all claims, damages, (including but not limited direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that they may incur as a result of any acts, omissions or negligence of the selected firm, its employees or agents or its subcontractors of sub-subcontractors, or any of their officers, employees or agents which may arise out of the contract.

The bidder's indemnification responsibilities shall include the sum of damages, costs, and expenses which are more than the sum paid out on behalf of or reimbursed to Newaygo County or its elected and appointed officers, employees, agents or by the insurance coverage obtained and maintained by the selected firm according to the requirements of this RFB and the contract entered into.

## **7. EQUAL EMPLOYMENT OPPORTUNITY**

The bidder and its subcontractors, as required by law, shall not discriminate against the employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly related to employment, because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the contract.

The bidder agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on behalf of the contract, will state that all qualified applicants will receive consideration for employment without regard to race, color, sex, national origin, disability, age, height, weight, marital status, and religion.

## **8. INSURANCE REQUIREMENTS**

The bidder whose proposal is accepted must meet and agree to maintain during the term of the contract the following insurance coverage requirements. All coverages shall be with insurance companies licensed and admitted to doing business in the State of Michigan.

A. **Workers' Compensation:** The successful company shall carry Workers' Disability Compensation and Employer's Liability Insurance Coverage, as required by law. If the successful company uses subcontractors and sub-subcontractors for the performance of services required under this proposal, the successful company shall ensure that said subcontractors and sub-subcontractors carry Workers' Disability Compensation and Employer's Liability Insurance coverage, as required by law.

B. The successful company shall be responsible for ensuring all its tools, equipment, and materials which they, or any of their sub-contractors, may use or leave at the worksite. Newaygo County shall not be responsible for any loss or damage to the successful bidder's tools, equipment, and materials.

C. **Commercial General Liability:** The successful company shall procure and maintain during the term of the contract Commercial General Liability Insurance on an "occurrence basis" with limits of liability of not less than \$1,000,000 per occurrence and aggregate combined single limit, for Personal Injury or Bodily Injury and \$1,000,000 per occurrence and aggregate for Property

Damage. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations Coverage; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent; if not in policy proper.

D. **Vehicle Liability:** The successful company shall maintain Vehicle Liability Coverage and Michigan No-Fault coverage's including all owned, non-owned, and hired vehicles, of not less than \$1,000,000 per occurrence combined single limit.

E. **Additional Insured:** Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be "Additional Insured."

**The County of Newaygo, all elected and appointed officials, all employees and volunteers, all boards; commissioners or authorities and board members, including employees and volunteers, thereof.**

F. **Proof of Insurance Coverage:** The successful company shall provide the County at the time of the signing of the Agreement, copies of certificates or policies for Workers' Compensation, Comprehensive General Liability, and Motor Vehicle Liability.

G. **Insurance Renewals:** If any of the above coverage's expired during the term of the Agreement, the contractor's insurer shall deliver renewal certification and policies to Newaygo County Administration, 1087 Newell, PO Box 885, White Cloud, MI, 49349, at least thirty (30) days before expiration. Insurance Certificate(s) may be faxed to (231) 689-7205, addressed to the Grants Manager.

H. **Notice of Cancellation:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance as described above shall include an endorsement stating the following: It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction or Material Change shall be sent to Newaygo County Administration, 1087 E Newell St., PO Box 885, White Cloud, MI, 49349-0885.

**NEWAYGO COUNTY ASSUMES THAT ALL COSTS ARE SHOWN IN THE PROPOSAL.**

## **9. WITHDRAWAL OF PROPOSAL**

Proposals may be withdrawn in person by a bidder or authorized representative, provided their identity is made known, and a receipt is signed for the bid, but **only** if the withdrawal is made before the stated bid deadline. In case of an error by the bidder, Newaygo County may, at its discretion, reject such a proposal upon presentation of a letter by the bidder which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

## **10. AWARD**

This document is a Request for Bids. All bids will be evaluated by a review committee composed of representatives of, but not limited to, Newaygo County Administration and Parks staff, and the Board of Commissioners. The proposals will be evaluated on the following (not in any relevant order and not necessarily ranked equally):

- Contractor’s qualifications and capabilities to provide the specified service and any other factors Newaygo County may consider relevant to the implementation and maintenance of the proposed solution
- Staff experience/qualifications
- References
- All employees must be able to be fingerprinted and pass background checks if requested
- Pricing
- Any other relevant information
- Contractors who can complete the work no later than July 1, 2023, will be given preference, but alternative timelines will be considered.

Applicants should be prepared to present additional information, including supplemental documentation, and may be requested to attend interviews or public meetings before the award. The price proposed shall be considered firm and cannot be altered after receipt per the terms of this bid. Newaygo County reserves the right to consider bids for modifications at any time before a contract would be awarded. Negotiations for some aspects of this project may be undertaken with the vendor whose bid is deemed to meet the specifications and needs of Newaygo County best. An award for this request will be made by the Newaygo County Board of Commissioners.

Newaygo County will not pay for any information herein requested, nor is it liable for any costs incurred by the bidder. The successful company shall commence work only after the transmittal of a fully executed contract or after receiving written notification to proceed from Newaygo County. The successful company will perform all services indicated in the bid packet and compliance with the negotiated contract. The contents of this RFB and the successful company’s response will become contractual obligations if a contract ensues. Failure of the successful company to accept these obligations may result in the cancellation of the award.

**11. MINIMUM QUALIFICATIONS**

Bidders shall demonstrate they have the resources and capability to perform the services as described herein. The following criteria shall be met to be eligible for this contract. Failure to meet the minimum qualifications is ample cause for the bidder to be deemed non-responsive:

- 1) Bidder shall have at least three (3) years of experience with similar work.
- 2) The bidder shall designate a single point of contact.
- 3) Bidder must be able to meet all insurance requirements as outlined in Section 8, Insurance Requirements.
- 4) Bidder must be present during the Mandator Bid walkthrough in order for the bid to be considered.

**12. SCOPE OF SERVICES**

1. The County reserves the right to modify the scope of services during the course of the contract. Such modification may include adding or deleting any tasks this project will encompass and any other modifications deemed necessary. Any changes in pricing or payment terms proposed by the consultant resulting from the requested changes are subject to acceptance by the County. Changes may be increases or decreases.
2. Payment terms are subject to County fiscal policy and respective contracts.

3. The successful company shall not assign the award of the contract or any payment without the prior written approval of Newaygo County.
4. See section 14 for a detailed list of tasks required to be completed by the contractor.

**13. REQUIRED CONTENTS OF THE PROPOSAL – in the following order:**

- A. Request for Bids Cover Sheet & Signature Page of this solicitation; must be filled out and signed by a representative of your company who is authorized to bind your company.
- B. Any supplemental documents/information your company feels necessary for Newaygo County to understand your bid better.
- C. A list of at least three references and their phone numbers.

**14. DETAILED SCOPE OF WORK**

1. Contractor will provide all materials, supplies, labor, and equipment to complete the job.
2. Contractor is responsible for securing any required permits, and associated costs.
3. Contractor shall follow all local, state, and federal laws governing this type of work completed on NCPRC Property.
4. Contractor will remove debris, gride stumps or remove stumps, and regrade the dirt in areas highlighted in green in the attached map(figure 1)
  - a. Width of the cleared area must be a minimum width of 20'
    - i. 40' minimum is required in one area(see figure 1)
  - b. Debris, slashings, and chippings must be removed from the clearing area
    - i. Wood/mulch/stone material may be left on site in adjacent areas, with down slashing currently present
      1. Debris left onsite must be spread out and not left in piles
      2. Contract may remove debris from the site if they prefer
  - c. All existing stumps must be ground below grade or removed mechanically
    - i. Chips and stumps may be left on site in adjacent cleared areas, with down slashing currently present
      1. Material must be spread out and not left in piles
      2. Contract may remove debris from the site if they prefer
    - ii. Holes resulting from mechanical stump removal must be filled back in
  - d. Contractor must complete the final grade of the soil in the cleared fairway area
    - i. Must be graded to drain water well in future(slight crown preferred if able)
    - ii. Debris should be removed from the remaining soil to allow for successful grass seeding of the area in the future(seeding to be completed by NCPRC)
    - iii. Contractor may add sand, gravel, and/or topsoil where needed to achieve the required grade and soil conditions for planting
    - iv. Soil should be compacted enough to allow people and equipment to navigate the area, but not too compacted that it inhibits future grass growth.
5. Contractor will clear a 20' corridor in existing woodland areas (see figure 1 pink line)
  - a. Width of the cleared area must be a minimum of 20'
    - i. All brush, plants, trees, deadfall, and leaf litter shall be removed from the area

1. Remaining stumps shall be flush cut to the existing grade
  2. Debris may be left on site in the timber sale area or chipped and spread adjacent to cleared fairway areas indicated in pink (see figure 1)
  3. Trunks may also be left longways along the cleared fairway area edges indicated in pink(see figure 1)
  4. Contract may remove debris from the site if they prefer
- ii. Corridor must be clear of any limbs or branches above the fairway areas after initial corridor clearing is completed
1. For areas of uphill play, 25' clearance from the ground is required(NCPRC will explain these areas at the bid walkthrough)
  2. For areas of no election changes, 20' clearance from the ground is required (NCPRC will explain these areas at the bid walkthrough)
  3. For areas of downhill play, 15' of clearance is required (NCPRC will explain these areas at the bid walkthrough)
  4. Debris may be left on site in the timber sale area or chipped and spread adjacent to cleared fairway area indicated in pink (see figure 1)
    - a. Material must be spread out and not left in piles
    - b. Contractor may remove debris from the site if preferred

BID FORM

BIDDER NAME: \_\_\_\_\_

BID FOR: **Disc Golf Fairway Clearing**– NEWAYGO COUNTY PARKS

FORWARD BID TO: NEWAYGO COUNTY CLERK’S OFFICE

ATTN: JASON VANDERSTELT

PO BOX 895

1087 NEWELL ST

WHITE CLOUD, MI. 49349

THE UNDERSIGNED, HAVING EXAMINED THE SCOPE OF THE WORK, INCLUDING THE INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS, AND GENERAL REQUIREMENTS, AND BEING FAMILIAR WITH ALL CONDITIONS AFFECTING THIS PROPOSED PROJECT, HEREBY PROPOSES TO FURNISH THE PRODUCTS AS LISTED, DELIVERY OF, AND SERVICES NECESSARY TO PERFORM AND COMPLETE THE WORK AS INDICATED FOR THIS REQUEST IN ACCORDANCE WITH THE DOCUMENTS FOR THE SUMS AND UNDER THE CONDITIONS AS FOLLOWS:

- BID AMOUNT: \_\_\_\_\_
- Attach a brief company history and qualifications of key staff who will be doing the work.
- Attach Any supplemental documents/information your company feels necessary for Newaygo County to understand your bid better.
- Attach At least three references.
- Contractors who can complete the work no later than July 1, 2023, will be given preference, but alternative timelines will be considered.

THE UNDERSIGNED AGREES TO THE PERFORMANCE OF THE WORK AS STATED IN THE SCOPE OF WORK FOR THE FOLLOWING BID SUM (PROVIDE THE AMOUNT IN BOTH WORDS AND FIGURES: THE AMOUNT IN WORDS GOVERNS IN THE EVENT OF DISCREPANCIES); PLEASE SUBMIT ONLY ONE BID FOR ONLY ONE OF THE FOLLOWING JOB OPTIONS:

BID EXECUTION

1. THE UNDERSIGNED AFFIRMS THAT THE BID WAS DEVELOPED WITHOUT ANY COLLUSION, UNDERTAKING, OR AGREEMENT, EITHER DIRECTLY OR INDIRECTLY, WITH ANY OTHER BIDDER OR BIDDERS TO MAINTAIN THE PRICES OF INDICATED WORK OR PREVENT ANY OTHER BIDDER OR BIDDERS FROM BIDDING ON THE WORK.
2. IT IS AGREED THAT THIS BID WILL NOT BE WITHDRAWN FOR A PERIOD OF 60 DAYS AFTER THE INDICATED DATE FOR THE RECEIPT OF BIDS.



- 3. PLEASE PROVIDE A COPY OF THE INSURANCE AND A COPY OF WORKMAN'S COMPENSATION.
  - 4. PLEASE FILL IN THE ATTACHED SHEET WITH YOUR QUOTE.
  - 5. FINAL CONTRACT MUST BE SIGNED BEFORE SERVICES CAN BE PROVIDED.
  - 6. CONTRACTORS WHO CAN COMPLETE THE WORK NO LATER THAN JULY 1, 2023, WILL BE GIVEN PREFERENCE, BUT ALTERNATIVE TIMELINES WILL BE CONSIDERED.
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BIDDERS FIRM NAME \_\_\_\_\_

BIDDERS ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

BY \_\_\_\_\_

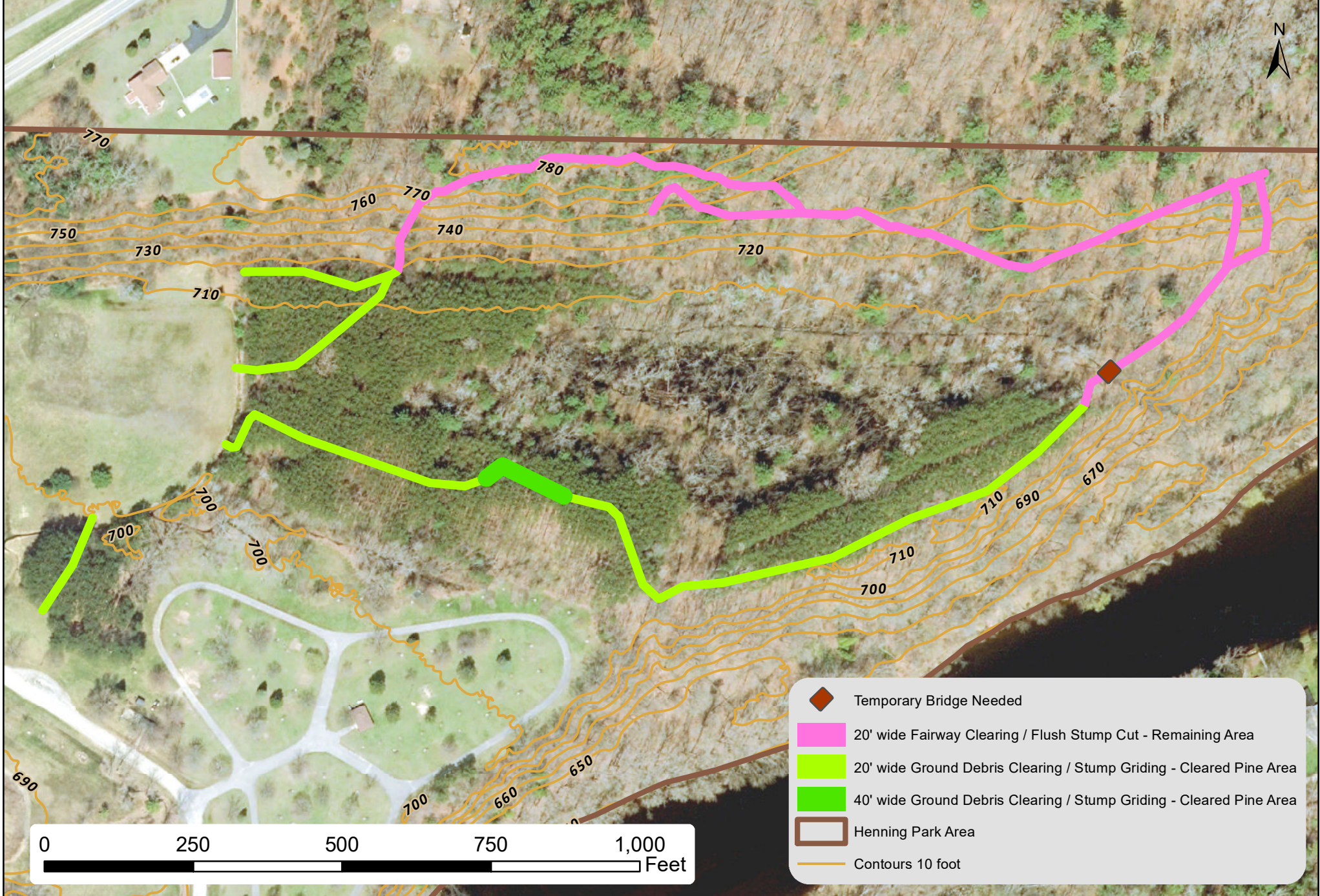
NAME AND TITLE \_\_\_\_\_

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

# Henning Park Land Clearing

Cleared Pine Area - Length: ~2,470' / Work area: ~0.9 acres

Remaining Area - Length: ~2,610' / Work area: ~0.9 acres



- Temporary Bridge Needed
- 20' wide Fairway Clearing / Flush Stump Cut - Remaining Area
- 20' wide Ground Debris Clearing / Stump Grinding - Cleared Pine Area
- 40' wide Ground Debris Clearing / Stump Grinding - Cleared Pine Area
- Henning Park Area
- Contours 10 foot