

**REQUEST FOR PROPOSAL**  
**Door County Soil & Water Conservation Department**  
***PHRAGMITES AUSTRALIS* CONTROL**

The County of Door Soil & Water Conservation Department is seeking to contract with an individual or entity for a *Phragmites australis* (common reed) control program within the right of ways along State Highways 42 and 57 and within County Roads in the County of Door and adjacent private property where permission has been provided.

Specifications and instructions are posted on the Door County <http://www.co.door.wi.gov> and Door County Soil & Water Conservation website <http://map.co.door.wi.us/swcd/>, or may be obtained from the Soil & Water Conservation Department at 421 Nebraska St. Sturgeon Bay, WI 54235 (920)746-2363. Proposals must conform to the requirements of the specifications and instructions.

Proposals must be submitted to and received by the County of Door on or before 12:00 p.m. August 24, 2017.

Proposals will be opened and considered by the Soil & Water Conservation Department on August 24, 2017 at 2:00 PM

## INSTRUCTIONS

### 1. PROPOSALS:

Proposals must be legibly printed or type written. Proposals must be sealed in an opaque envelope labeled “*SWCD Phragmites australis (Common Reed) Control Proposal* “. Proposals must set forth the scope of services to be provided and the qualifications of the individual or entity. Any deviation from the specifications, program procedure, 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 forty-five (45) days.

Issuance of this request for proposal does not confer any rights to any prospective proposer and does not obligate Door 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 of Door 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 Record Law.

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

### 2. NEGOTIATIONS

This is a negotiated procurement. Negotiation is a procedure that includes receipt of proposals from offerors, permits bargaining with the lowest responsible offeror, and may afford an opportunity to revise proposals before award of a contract. Bargaining – in the sense of discussion, persuasion, alteration of initial assumptions and positions, and give-and-take may apply to price, schedule, technical requirements, etceteras.

The County of Door may make an award on the basis of the original proposal, without negotiations with an offeror at the County of Door’s sole discretion.

### 3. 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. The County of Door may make that investigation as it deems necessary to determine the ability of the individual or entity to perform the services / work. The County of Door 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.

The County of Door 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 of Door 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 in to their bids.

4. CONSIDERATION/AWARD OF CONTRACT:

The County of Door reserves the right to reject or accept any or all proposals, or parts thereof, and/or waive technical defects.

The award of this contract shall be to a responsible individual or entity offering the most advantageous proposal to the County of Door, so long as the proposal is 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. The County of Door reserves the right to consider all elements entering into the question determining the responsibility of the individual or entity.

The County of Door and/or its designee may choose to conduct interviews of qualified and responsible proposers. Further, qualified and responsible proposers may be required to make presentation[s] to the Town Board or its sub-units.

5. CONTRACT

The successful individual or entity shall execute an Independent Contractor Agreement, substantially similar to that included with the instructions and specifications, 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.

6. 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. This includes, but is not limited to, non-discrimination laws, equal employment obligations, affirmative action mandates, labor standards, and the Americans with Disabilities Act.

7. LATE PROPOSALS

Proposals that are not timely received will not be accepted. Late proposals will be returned, unopened, to the bidder.

8. INDIVIDUAL'S OR ENTITY'S CERTIFICATE

Each individual or entity shall incorporate and make a part of their proposal a sworn statement by the individual or entity that the individual or entity has examined and carefully checked the specifications and instructions before submitting the proposal, and have offered a compliant proposal.

**SPECIFICATIONS**  
**Door County Soil & Water Conservation Department**  
**[*Phragmites australis* Control Program]**

*INVASIVE SPECIES CONTROL: USING AQUATIC APPROVED HERBICIDE(S) TO TREAT PHRAGMITES AUSTRALIS (COMMON REED GRASS).*

The County of Door is pleased to announce a *Phragmites australis* control program within the within the right of ways of State Highways 42 and 57 and adjacent private property where permission is provided, as well as within County Road right of ways. Work will begin after September 4, 2017 (Labor Day) and must be completed before October 20<sup>th</sup>, 2017 or before the first killing frost in the fall of 2017. The County of Door will determine the end date based on available funds and/or the onset of project ending weather.

Treatments conducted in areas not mapped, after project expiration, or without SWCD preapproval will not be funded by this program.

Using aquatic approved herbicides and techniques, the contractor shall treat all *Phragmites australis* growing in the areas identified on aerial maps for each right of way and applicable landowner (where permission/authorization has been granted). Proposals must follow the attached procedure sheet and Wisconsin Department of Natural Resources Administrative Code NR 107 <http://www.legis.state.wi.us/rsb/code/nr/nr107.pdg>

Please include in the proposal:

- Price per square foot of *Phragmites australis* treatment.
- Application rate and proposed herbicide to be used.
- Total square footage contractor is willing or able to treat in the time period noted above. (Note: Treatment is limited to the State and County Highway right-of-ways and applicable adjacent private property).
- References and experience.

Proposals must be received by 12:00 p.m. (noon) Thursday, August 24, 2017.

Submit proposals to:

Door County Soil & Water Conservation Department  
421 Nebraska St.  
Sturgeon Bay, WI 54235  
(920)746-2214  
E-mail: [swcd@co.door.wi.us](mailto:swcd@co.door.wi.us)

### **Program procedure:**

The Soil & Water Conservation Department (SWCD), along with the Door County Invasive Species Team (DCIST), has inventoried the *Phragmites australis* along State Highway 42/57 and County road right of ways and will provide aerial photographs and/or have photographs digitally accessible to the selected contractor of each treatment site. (Locations can be viewed on the Web Map: <http://map.co.door.wi.us/map/> ; Conservation folder, Invasive Plants folder, Phragmites 2017 42/57 Inventory) SWCD estimates that a minimum of 17 acres *Phragmites australis* will be treated. Site visits are highly recommended prior to submittal of proposals.

The contractor will be responsible obtain, pay for, and hold all necessary permit(s) for the treatment areas to the Wisconsin Department of Natural Resources and/or the State Highway Department. Contractor will contact the SWCD 24 hours prior to treatment and shall report completed work to SWCD after treatment is complete.

Control work will follow Wisconsin Department of Natural Resources (WDNR) Best Management Practices. As *Phragmites australis* thrives in wet areas, all due caution will be used to minimize impact to the waters of the state. Applicators must hold a current Wisconsin Department of Agriculture certification in 005.0 Aquatic & Mosquito and/or 006.0 Right of Way category.

Multiple locations can be under one permit, however each permit shall not exceed a total of 10 acres of treatment area. Upon completion of the program, the contractor is responsible for submitting required documents to the Wisconsin Department of Natural Resources.

Required herbicide mixtures shall follow the product label and include a dye and adjuvant.

**COUNTY OF DOOR**  
**Phragmites australis Control**  
**INDEPENDENT CONTRACTOR AGREEMENT**

This agreement (Agreement) is entered into by and between the **County of Door (County)**, a Body Corporate, whose mailing address is Corporation Counsel, Door County Government Center, 421 Nebraska Street, Sturgeon Bay, WI 54235, and **(Contractor)**, whose mailing address is \_\_\_\_\_, an Independent Contractor.

WHEREAS, County desires to retain Contractor to perform the duties, functions, and work (Services) enumerated below in Agreement and its attachments (Attachments); and

WHEREAS, Contractor desires to be retained by County to perform Services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Each party enters into Agreement on the date each party signs Agreement, and Agreement is effective immediately upon the date the last signature on Agreement is obtained.
2. During the term of Agreement, County retains Contractor to perform Services for County, and Contractor is retained by County to perform Services for County. As such, Contractor agrees to perform the following Services for County pursuant to Agreement: \_\_\_\_\_.
3. County agrees to pay Contractor compensation for performing Services pursuant to Agreement as follows: \_\_\_\_\_. Payment shall only be made for Services actually and satisfactorily performed. County will not pay for or reimburse expenses such as supplies, equipment, office space, staff, or assistants, although such costs may be built in to the total cost of Agreement.
4. Contractor is, and shall act as, an Independent Contractor in performing Services. Nothing in, or done pursuant to, Agreement shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and Contractor.
5. Contractor is, and holds itself out as, an Independent Contractor. Contractor: is a separate and independent enterprise from County; has full opportunity to find other business; has made its own investment in its business, trade, or profession; possesses the equipment, instrumentalities, materials, and office necessary to perform Services; controls the means of performing Services; and risks profit and loss as a result of performing Services.
6. Agreement does not create an employer/employee relationship between the parties. It is the parties' intention that Contractor is, and will be, an Independent Contractor and not County's employee for all purposes including, but not limited to: the application of the Fair Labor Standards Act minimum wage and overtime payments; the Federal Insurance Contribution Act; the Social Security Act; the Federal Unemployment Tax Act; the provisions of the Internal Revenue Code; state revenue and taxation laws; state workers' compensation laws; and state unemployment insurance laws. Agreement shall not be construed as creating any joint employment relationship between County and Contractor. County will not be liable for any obligation incurred by Contractor, including, but not limited to: unpaid minimum wages;

overtime premiums; unemployment insurance benefits; worker's compensation benefits; health insurance; health benefits; disability benefits; or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.

7. Contractor shall furnish County with reports, at intervals and in such form as County may require, of Contractor's activities pertaining to any activity covered by Agreement.

8. Contractor retains sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities pursuant to Agreement.

9. Any and all work product, tangible material or its intangible equivalent, shall be the sole and exclusive property of County.

10. Using Generally Accepted Accounting Principles (GAAP), Contractor shall maintain true, complete, and accurate records, showing dates, amounts, and purposes of all expenditures of funds received from County. Contractor shall provide copies of such records to County upon request, but no less frequently than quarterly.

11. Contractor shall provide, perform, and complete Services in an expeditious and proper manner, consistent with the care and skill ordinarily exercised by reputable members of Contractor's profession or trade.

12. Contractor warrants and represents that it is sufficiently experienced and competent to perform Services in full compliance with, as required by, and pursuant to Agreement.

13. Contractor represents and warrants that it is financially solvent and has the resources, financially and otherwise, necessary to perform Services in full compliance with, as required by, and pursuant to Agreement.

14. Contractor shall provide comprehensive motor vehicle liability, professional liability, comprehensive general liability, and worker's compensation insurance coverage deemed reasonable, appropriate, and adequate by County, and as mandated by law or otherwise. Contractor shall furnish certificates of insurance to County evidencing the risks insured against, and the limits of liability. The minimum amount of comprehensive general liability insurance Contractor shall provide is \$1,000,000.00 (One Million Dollars).

15. Contractor agrees that it shall protect, indemnify, and hold harmless County and its respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney's fees resulting from the negligence or fault of Contractor or Contractor's respective officers, officials, employees and agents arising out of, resulting from, or in any manner connected with the performance or nonperformance of Agreement. This includes payment of reasonable attorney's fees and costs incurred by County.

16. County agrees that it shall protect, indemnify, and hold harmless Contractor and its respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney's fees resulting from the negligence or fault of County or its respective officers, officials, employees, and agents arising out of, resulting from, or in any manner connected with the performance or nonperformance of Agreement. This includes payment of reasonable attorney's fees and costs incurred by Contractor.

17. During the term of Agreement Contractor shall comply with all applicable state and/or federal labor standards, affirmative action mandates, and equal employment obligations.
18. During the term of Agreement Contractor shall not discriminate against any person based on race, color, national origin, gender, age, disability, sexual orientation, religion, or marital status.
19. Contractor recognizes that it may have access to confidential or proprietary information of County. Contractor agrees to keep such information confidential.
20. Contractor shall maintain records regarding services performed in connection with Agreement in a manner sufficient to meet the requirements of Wisconsin's Open Record Law as set forth in §§ 19.31 - 19.39, Wis. Stats. Contractor shall assist County in complying with public records requests pursuant to § 19.36, Wis. Stats.
21. County reserves the right to terminate Agreement in whole or in part at any time without penalty due to non-appropriation of necessary funds by the Door County Board, the State of Wisconsin, or the Federal Government. Either party may terminate Agreement in whole or in part without penalty at any time for any or no reason upon 30 days written notice via certified mail to the attention of Contractor or Department Head at the address on the Signature Page of Agreement.
22. Either party's performance of any part of Agreement shall be excused to the extent that it is hindered, delayed, or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other significant cause, whether similar or dissimilar to those listed, that is beyond the reasonable control of that party.
23. Contractor shall not assign Agreement in whole or in part. Contractor shall not assign any rights or obligations under Agreement. Contractor shall not assign any payment due, or to become due, under Agreement.
24. Agreement and the rights and obligations of County and Contractor under Agreement shall be interpreted according to the laws of the State of Wisconsin.
25. Venue, as to any dispute that may arise under Agreement, shall be in the Circuit Court, County of Door, State of Wisconsin.
26. County represents and warrants that it has carefully reviewed and fully understands Agreement, including any Attachments. Contractor represents and warrants that it has carefully reviewed and fully understands Agreement, including any Attachments. Agreement shall be binding upon and shall inure to the benefit of County and Contractor, and upon their respective and permitted successors and assigns, if any.
27. Attachments to Agreement, including: are hereby incorporated into and made part of Agreement by attachment and by reference. County and Contractor understand and agree that the terms and conditions of Agreement control over any conflicting language in Attachments.
28. The provisions of Agreement shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of Agreement, shall be in any way affected.



29. No modification, addition, deletion, revision, alteration or other change to Agreement shall be effective unless and until such is reduced to writing and agreed to and executed by County and Contractor.

30. Agreement and its Attachments constitute the entire agreement between the parties with respect to the subject matter.

31. Agreement shall be renewed automatically for one year periods unless terminated by Contractor or County as provided above.

32. The dates that Contractor expects to start and stop providing Services under Agreement are as follows:

Expected Start Date: The Day the Last Signature is Obtained on Agreement; and

Expected Stop Date: One Year from the Expected Start Date.

**SIGNATURE PAGE  
COUNTY OF DOOR  
Phragmites australis Control  
INDEPENDENT CONTRACTOR AGREEMENT**

**BY SIGNING BELOW THE PARTIES AFFIRM AND ACKNOWLEDGE THAT: they have read and understand Agreement and its Attachments; they have authority to enter into Agreement on behalf of the Entity, Corporation, or County they are signing for; they are knowingly, freely, and voluntarily entering into Agreement; and that they accept and agree to be bound by the terms and conditions of Agreement and its Attachments as outlined in Agreement:**

Signature of Door County Corporation Counsel	Signature of Door County Administrator
<b>Attorney Grant P. Thomas, WI Bar No. 1013648</b>	<b>Ken Pabich</b>
Name of Corporation Counsel	Name of Administrator
Date Approved as to Form	Date Signed
Signature of Independent Contractor (Contractor)	Signature of Door County Department Director
Name of Agent Signing for Independent Contractor	<b>Erin Hanson</b> Name of County Department Director
Date Signed	Date Signed
Phone Number of Independent Contractor	(920)746-2214 Phone Number of County Department
Name of Entity or Company (Independent Contractor)	<b>Soil &amp; Water Conservation</b> Name of County Department
Independent Contractor Street Address	421 Nebraska St. County Department Street Address
Independent Contractor City, State, and Zip Code	<b>Sturgeon Bay, WI 54235</b> County Department City, State, and Zip Code
Federal Employer Identification Number	