



1107 S. Milwaukee Ave.
P.O. Box 519
Iron Mountain, MI 49801

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Board of Road Commissioners

James Carey
Chairman

Allan Bilski
Vice Chairman

Dave /Brisson
Member

Quintin Olson
Member

Dale Johnson
Member

James Harris, Jr.
Managing Director

Lance Ma/burg, P.E.
Engineer

Missy Berger
Director of Finance

NOTICE TO BIDDERS

Sealed bids will be received by the Dickinson County Board of Road Commissioners, 1107 South Milwaukee Avenue, P.O. Box 519, Iron Mountain, Michigan 49801, until 12:00 P.M. on Tuesday, November 5, 2024, at which time they will be publicly opened and read in the Commission offices for:

**Removal of Dead Deer from State Trunklines, Primary,
and Local Roads in Dickinson County and a portion of M69
in Menominee County**

Specifications and bid forms may be obtained from the Dickinson County Road Commission offices.

All bids are to be submitted on our bid forms and should be received in a sealed envelope plainly marked "Deer Removal Bid" and should include the name of the bidder on the outside of the envelope.

The Board reserves the right to reject any and all proposals or to waive irregularities therein, and to accept any proposals which, in the opinion of the Board, may be most advantageous and in the best interest of the County.

DICKINSON COUNTY ROAD COMMISSION

Jim Carey, Chairman
Allan Bilski, Vice Chairman
Quintin Olson, Member
Dale Johnson, Member
Dave Brisson, Member

Dickinson County Road Commission
INSTRUCTION TO BIDDERS

Sealed bids will be publicly opened at the offices of the Dickinson County Road Commission, State of Michigan, located at 1107 South Milwaukee Avenue, Iron Mountain, Michigan 49801.

Refer to the **NOTICE TO BIDDERS** for the exact timing and for the identification of the bids as related to furnishing materials, services, equipment, work and/or supplies with the terms, conditions, specifications, drawings, plans and special provisions as stated herein and hereto attached.

The practice for opening bids is to have the bids opened by the indicated date and time, the bids read allowed, and then to provide an analysis and tabulation for the Board at the next available meeting. Copies of the bid tabulation may be requested by mail or phone (906) 774-1588.

1. All bids must be submitted on the Board's bid form when provided. The bid shall be legibly prepared in ink or typewritten. Erasures or alterations must be initialized by the bidder.
2. **Specifications should not** be returned with bid unless otherwise stated herein.
3. Bid shall be mailed or delivered only. It shall be in a sealed envelope and identified on the outside as to the bid concerned. Faxed or emailed bids will **NOT** be accepted.
4. Bids will not be accepted after the time designated for the opening of bids. The bidder shall assume full responsibility for delivery of bids prior to the appointed hour for opening same and shall assume the risk of late delivery or non-delivery regardless of the manner he/she employs for the transmission thereof. **Bid will be accepted at the Road Commission office** on behalf of the Board at any time during normal business hours only.

INSTRUCTION TO BIDDERS (CONTINUED)

5. It is understood that the Dickinson County Road Commission is a governmental unit and as such, is exempt from the payment of all State and Federal taxes, except as allowed by the regulatory agencies to be included in the cost of materials and services.
6. The bidder, by execution of the bid proposal, thereby declares that the bid is made without collusion with any other person, firm or corporation and agrees to furnish all bid items in strict adherence with all State and Federal regulatory measures.
7. The Board reserves the right to reject any and all bids, to waive any irregularities therein, and to accept any bid which, in the opinion of the Board, may be most advantageous and to the best interest of the County. In case of error in the extension of prices in the bid or other arithmetical error, the unit price will govern.
8. Submission of bid will be construed as a conclusive presumption that the Contractor is thoroughly familiar with the bid requirements and specifications and that he/she understands and agrees to abide by each and all stipulations and requirements contained therein.
9. Neither the Contractor nor his/her subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his/her hire, tenure, terms, conditions, or privileges of employment because of his/her race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this contract.
10. The Dickinson County Road Commission reserves the right to change any of the detailed procedures in the event a change or addition is deemed necessary. The Contractor will be notified of the change in writing.

INSTRUCTION TO BIDDERS (CONTINUED)

11. The Dickinson County Road Commission will require with the submission of the bid document, a copy of the Certificate of Insurance showing that bidder meets or exceeds all insurance requirements as specified in these documents or verification from the bidder's insurance company that the bidder can meet or exceed all insurance requirements as specified in the bid document.

12. It is the intention of the Dickinson County Road Commission with this bid document, to obtain pricing on a per deer basis for the removal and disposal, utilizing two different options. Option No. 1 is for State Trunkline System roadways and right-of-ways only, and Option No. 2 is for State Trunkline System, County Primary and Local roadways and all right-of-ways.

Questions concerning specifications should be directed to **Jim Harris, Managing Director at (906)774-1588.**

SPECIFICATIONS FOR REMOVAL OF DEAD DEER

It is the intent of the Dickinson County Road Commission to contract for the removal and disposal of dead deer from State Trunklines, County Primary and Local roads in Dickinson County and the portion of M69 in Menominee County that the Dickinson County Road Commission maintains not including State Trunklines located within the Kingsford and Iron Mountain City limits. This shall be a contract for one year, with two yearly renewable options.

Scope: Contractor shall be responsible for furnishing all labor, materials, equipment, tools and any other apparatus required in the performance of this contract unless otherwise herein stated. Must meet DNR requirements and regulations.

A. Contract Period:

January 1, 2025 (Upon MOOT Ad Board approval) - December 31, 2025 (with renewable option to December 31, 2027)

B. Quantity:

Estimated at 500 deer annually

C. Notification of Removal:

1. By authorized personnel of the Dickinson County Road Commission.
2. Animals must be removed within forty-eight (48) hours of notification.
3. Contractor must either have an individual, answering machine, or pager to receive, or respond to requests for services.
4. If contractor discovers a carcass that hasn't been reported to him/her, he/she can remove the animal but must notify the Road Commission office within twelve (12) hours of pick up.
5. If the contractor arrives at the location of a reported pickup and the deer has been removed payment shall be made to the contractor for the reported deer.
6. The Managing Director or Superintendent of Roads have the authority to approve removal of other animals at the standard rate.

SPECIFICATIONS FOR REMOVAL OF DEAD DEER (CONTINUED)

D. Removal Locations

This contract is for the removal of dead deer carcasses on the traveled portions of roadways or within the road right-of-way. Should the question arise as to whether or not the carcass is in the right-of-way, this should be addressed by Road Commission Superintendent of Roads prior to removal. Removal of carcasses off of the roadway right-of-way are considered to be private property and will not be paid under this contract. If Contractor is found to be intentionally removing and invoicing for carcasses located on private property, it is noted that this will result in the termination of this contract.

E. Disposal Locations

The Contractor will be responsible for the disposal of the dead deer carcasses per the requirements of the Michigan Department of Natural Resources and will be responsible for obtaining of all required permits (if necessary).

Disposal on County property will not be allowed unless approval is obtained from the Managing Director.

F. Safety Requirements

1. Truck must be equipped with an amber strobe or oscillating light that is visible for 360 degrees.
2. Contractor shall be responsible for providing any items such as clothing, gloves, antiseptics or anything else felt necessary for protective measures.
3. Contractor is required to keep all disposal sites orderly and properly maintained.
4. Permission for disposal on County Property may be suspended for Just Cause.

G. Payment for Work Performed

1. Invoices detailing work done will be provided to the Road Commission.
2. Invoices may be submitted bi-weekly or monthly.
3. Cost must remain firm throughout the contract period.

4. Invoices will be compared to the notification log maintained by the Road Commission. If a discrepancy is discovered, payment will not be made until proof of pickup can be provided.
5. Payment of submitted invoices will be made after verification process and approval by the Road Commission Board at the Regular Monthly Meeting which is held on the second Tuesday of each month.

Renewal Options

The Road Commission reserves the right to renew the contract for two additional one-year terms, each upon mutual agreement of both parties and approval of the Michigan Department of Transportation. Pricing, terms and conditions of the first contract will remain the same for any one year renewal periods, unless contractor can submit written proof of costs exceeding the bid price to the Road Commission Board.

H. Work Performed by the Dickinson County Road Commission

The Road Commission reserves the right to remove and dispose of any deer carcass which is causing a hazardous situation to the traveling public. Should this occur, no payment will be due to the Contractor for removal.

I. Insurance Requirements

1. Contractor shall indemnify and save harmless the Dickinson County Road Commission, the Menominee County Road Commission, and the Michigan Department of Transportation, and all Commissioners, agents, and employees thereof; (a) from any and all claims by persons, firms, or corporations for labor materials, supplies or services provided to the contractor in connection with the contractor's performance of the contract; and (b) from any and all claims for injuries to, or death of, any and all persons, for loss or damage to property, from environmental damage or degradation, from any and all claims and damage arising out of, under, or by reason of the Contractor's performance of the work required by this contract, and from attorney fees and related costs arising out of, under, or by reason of this contract, except claims resulting from the sole negligence or willful acts of omissions of said indemnity, its agents or employees.

2. The Contractor shall list the Dickinson County Road Commission, the Menominee County Road Commission, and Michigan Department of Transportation, and all Commissioners, agents, and employees, thereof, as additional insured on all liability policies required for the performance of this contract.

Such insurance shall consist of:

- a. Coverage shall include Comprehensive General Liability, including Contractual Liability; CU coverage where applicable; Auto Liability; Bodily Injury; and Products and Completed Operations Liability where applicable.

- b. Minimum Amounts:

Comprehensive General Liability	\$1,000,000 Each Occurrence Aggregate \$2,000,000
Auto Liability	\$1,000,000 Bodily Injury (Per Person) \$2,000,000 Bodily Injury (Per Accident) \$1,000,000 Property Damage
Worker's Compensation	Statutory Compensation

3. A signed copy of the contractor's Certificate of Insurance must be submitted along with proof of a Worker's Compensation Policy covering Contractor and any of its employees and contractor within 15 days upon notification of award of contract.
4. Certificate must list Certificate Holder "Dickinson County Road Commission, 1107 South Milwaukee Avenue, P.O. Box 519, Iron Mountain, Michigan 49801".
5. Additionally, certificate must include "Additional Named Insured: The Michigan Department of Transportation, The Board of County Road Commissioners for Menominee County, The Menominee County Road Commission, The Board of County Road Commissioners for Dickinson County, the Dickinson County Road Commission and its Commissioners, agents, and employees.

J. Cancellation of Contract Provisions

1. The Dickinson County Road Commission shall have the right to cancel the contract for non-performance, should an inspection by the designated representative reveal that the Contractor's work results in any non-acceptable maintenance condition of one or all specified areas.

The designated representative at the time of the **first** circumstance shall call for a meeting with the Contractor and issue a written warning of possible contract termination should the condition continue.

If the condition should repeat for a **second** time, written notice of termination shall be sent.

2. The Dickinson County Road Commission has the right to terminate the contract at any time due to financial restrictions, due to a lapse in the requirements of the Contractor's insurance coverage proven falsification of records or at any time should they elect to discontinue this service.

**BID FORM
DEAD DEER REMOVAL**

Option No. 1

Cost per deer for removal & disposal on
State Trunkline System \$ _____

Option No. 2

Cost per deer for removal & disposal on
State Trunkline System, Primary and
Local roads all one unit price for all
systems. \$ _____

Telephone Number to Call _____

Pager Number, if any _____

Company Name _____

Company Address _____

Company Telephone No. _____

Company Fax No. _____

Indemnification: The Contractor agrees to indemnify and save harmless the Dickinson County Road Commission, the Menominee County Road Commission, and the Michigan Department of Transportation, and all Commissioners, agents, and employees thereof;

(a) from any and all claims by persons, firms, or corporations for labor materials, supplies or services provided to the contractor in connection with the contractor's performance of the contract; and (b) from any and all claims for injuries to, or death of, any and all persons, for loss or damage to property, from environmental damage or degradation, from any and all claims and damage arising out of, under, or by reason of the contractor's performance of the work required by this contract, and from attorney fees and related costs arising out of, under, or by reason of this contract, except claims

resulting from the sole negligence or willful acts of omissions of said indemnitee, its agents or employees. Contractor will not be obligated to indemnify the Dickinson County Road Commission for any injury or property damage arising out of the sole negligence of the Dickinson County Road Commission, its Commissioners or employees.

Authorized Signature & Title

WRITTEN

PRINTED/TYPED

Date

Federal ID# or SSN

