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Interim Executive Director
DAWN VAN HALST

Ingham County Land Bank Fast Track Authority

3024 Turner Street • Lansing, Michigan 48906 • phone (517) 267-5221 • fax (517) 267-5224

Request for Proposals

RFP #: ICLB 06-2017-TREES

Title: Tree and Brush Removal & Trimming Services

Release Date: June 14, 2017

Due Date & Time: June 28, 2017 at 1:00 pm

Introduction:

The Ingham County Land Bank Fast Track Authority (ICLB) is requesting proposals for Tree and Brush Removal and Trimming Services. Vendor selection will be based upon proposals submitted to the Ingham County Land Bank and scored by ICLB staff. Please respond by sealed bid **by 1:00 pm on June 28, 2017**. Submissions will not be accepted after that date and time. A public bid opening will be held at the Ingham County Land Bank Office located at 3024 Turner Street, Lansing Michigan, at 1:00 pm **on June 28, 2017**.

If you have any questions about this Request for Proposal/Qualifications, please feel free to contact the Ingham County Land Bank, Roxanne Case, Grant Manager, rcase@ingham.org

General:

The Ingham County Land Bank will receive Proposal packets marked clearly on the outside of the package with RFP Packet number at their office at 3024 Turner Street, Lansing, Michigan 48906.

Request for Proposal/Qualifications documents may be obtained at the offices of the Ingham County Land Bank or on-line at www.inghamlandbank.org after the release date.

Submissions may be withdrawn prior to the date and time specified for Proposal/Qualifications Packet submission date with a formal written notice by an authorized representative of the respondent. All responses, inquiries, and correspondence relating to a Request for Proposal/Qualifications and all reports charts, displays, schedules, exhibits, or other documentation, including the Bid Packets become the property of the Ingham County Land Bank after the due date for submission. No bid may be withdrawn for a period of ninety (90) days after submission. Bids offering less than ninety (90) days will be considered non-responsive and will be rejected.

The Ingham County Land Bank reserves the right to reject any or all Bids and to waive any irregularities or informalities, and/or to negotiate separately the terms and conditions of all or any part of the RFP as may be deemed in the best interest of Ingham County Land Bank. It is the intent to award the project to the lowest, most qualified and responsible Bidder.

In the event that it is evident to a Respondent that the Ingham County Land Bank has omitted or misstated a material requirement(s) to this packet, the Respondent shall advise the Land Bank at (517) 267-5221. The Land Bank will notify other Respondents of the omission or misstatement.

Federal and State Requirements

It is the policy of the Ingham County Land Bank that all vendors who provide goods and services to the Land Bank by contract, shall, as a condition of providing goods and services, adhere to all Federal, State and local laws, ordinances, rules and regulations, and policies, if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following:

1. The Elliott Larson Civil Rights Act, 1976 PA 453, as amended.
2. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
3. Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat. 255 as amended, and rules adopted thereunder.
4. The Americans With Disabilities Act of 1990, PL 101-336, 104 Stat. 327 (42 through 12101 et seq.), as amended, and regulations promulgated thereunder.
5. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 1124 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (Applicable to all construction contracts awarded in excess of \$10,000 by respondent or its subcontractors.)

Furthermore, the vendor who is selected under this contract, as a condition of providing goods and services, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sexual orientation, gender identity, national origin, disability, height, weight, marital status, age or political affiliation (except where age, sex or lack of disability constitutes a bona fide occupational qualification).

Any violation of Federal, State or local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time which the vendor is providing goods and services to the Land Bank shall be regarded as a material breach of any contract between the Land Bank and Vendor, and the Land Bank may terminate such contract effective as of the date of delivery of written notification to the Vendor.

In addition, vendors will be responsible for compliance with other Federal, State and local laws, ordinances, rules and regulations, and policies, as they may apply to these projects. These include, but are not limited to, the following:

1. The Housing and Economic Recovery Act of 2008 (HERA), also known as Public Law 110-289.
2. The Copeland "Anti-Kickback" act (18 U.S. C. 874) as supplemented by Department of Labor regulations (29 CFR part 3). (Applicable to all contracts and subcontracts.)

3. The Davis-Bacon Act (40 U.S. C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Applicable to construction contracts in excess of \$2,000 for CDBG rehab projects of 8 units or more and HOME projects of 12 units or more.)
4. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C 327A 330) as supplemented by Department of Labor regulations (20 CFR part 5). (Applicable to construction contracts awarded by Respondent and/or its subcontractors in excess of \$2,000, and for other contracts in excess of \$2,500 which involve the employment of mechanics or laborers.)
5. Respondent agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S. C. 1857 (h), section 508 of the Clean Water Act (33 U.S.C. 1368 Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). (Applicable to contracts, subcontracts, and subgrants in amounts in excess of \$100,000).
6. Compliance with Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135. Section 3 requires that to the greatest extent feasible, opportunities for training and employment will be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.

Respondent agrees to comply with Ingham County Land Bank requirements and regulations pertaining to reporting, including but not limited to providing demographic data and evidence of compliance with city and federal procurement rules, as applicable to this contract.

Respondent agrees that if this contract results in any patentable inventions, the Ingham County Land Bank reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes, as applicable to this contract.

Respondent agrees that if this contract results in any copyrightable material, the Ingham County Land Bank reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes, as applicable to this contract.

Respondent agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871), as applicable to this contract.

Access and Retention of Records

Respondent agrees to provide access by the Ingham County Land Bank, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the contractor which are directly pertinent to this specific contract and any related contracts or records for the purpose of making audit, examination, excerpts, and transcriptions.

Respondent also agrees to retain all required records for five (5) years after completion of the work, receipt of final payments and all other pending matters are closed.

Living Wage

Vendors contracting with the Ingham County Land Bank primarily to perform services are required to pay their employees a “living wage” if the following two (2) conditions apply:

1. The total expenditure of the contract or the total of all contracts the vendor has with the Land Bank exceeds \$50,000 in a twelve (12) month period; and
2. The employer has more than five (5) employees.

Subcontractors providing services who employ five (5) or more employees and where the total value of the contract exceeds \$25,000 are also required to provide a living wage.

Living wage is defined as an hourly wage rate equivalent to 125% of the federal poverty level. For 2017, that figure is \$15.38 per hour. Up to twenty percent (20%) of the “living wage” costs paid by the employer can be for an employee’s health care benefit. This wage rate applies to part-time and full-time employees.

Local Vendor Preference

Preference will be given to a vendor who operates a business within the legally defined boundaries of Ingham County. To be considered a local vendor, the Respondent must complete the “Local Vendor Certification Form” included in this bid packet.

Legal Venue

This Agreement shall be construed according to the laws of the State of Michigan. The Land Bank and the respondent agree that the venue for bringing of any legal or equitable action under this bid or any resulting agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

Respondents shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.

Collusion

The Respondent certifies that this bid has not been made or prepared in collusion with any other Respondent and the prices, terms or conditions thereof have not been communicated by or on behalf of the respondent to any other Respondent and will not be so communicated to any other Respondent prior to the official opening of this bid. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties for perjury. Moreover, it is made subject to the provisions of 18 U.S.C. Section 1001, relating to making false statements.

Hold Harmless

The respondent who is selected shall, at its own expense protect, defend, indemnify, save and hold harmless the Ingham County Land Bank and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the Ingham County Land Bank and its elected and appointed officers, employees, servants and agents may incur as a result of the acts,

omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.

The respondent's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of/or reimbursed to the Ingham County Land Bank, its officers, employees, servants or agents by the insurance coverage obtained and/or maintained by the contractor.

The respondent shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to the Ingham County Land Bank that have a minimum A.M. Best Company's Insurance Report of A or A- (Excellent).

1. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following:
 - a. Contractual Liability
 - b. Products and Completed Operations
 - c. Independent Contractors Coverage
 - d. Broad Form General Liability endorsement or equivalent
3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits to liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
4. Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of this contract with limits of liability of not less than \$1,000,000 per claim.
5. Additional Insured - Commercial General Liability Insurance, as described above shall include an endorsement stating the following shall be "Additional Insured": the Ingham County Land Bank, all its elected and appointed officials, all its employees, agents and its volunteers, all its Board, Commissions and/or authorities and Board members including employees, agents and volunteers thereof.
6. Cancellation Notice - All insurance described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Ingham County Land Bank, 3024 Turner St. Lansing, Michigan 48906."
7. Proof of Insurance - The respondent shall provide to the Ingham County Land Bank at the time the contracts are returned by it for execution, one (1) copy of the certificate of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.

The successful Respondent will be required to submit an IRS Form W-9 and proof of satisfactory insurance prior to any work being started. If any of the above coverages expire during the term of the contract, the Vendor shall deliver renewal certificated and/or policies to ICLB at least ten (10) days prior to the expiration date.

Evaluation and Award Timeline

One or more staff members will review and, as applicable, score each submission. Evaluations will be based on qualification data submitted, past performance with ICLB, price, references and local vendor status, as well as any other variable identified in the scoring table or RFP requirements. The results will be presented to the Executive Director who shall review and approve final award(s). This may take 2-3 weeks from the proposal opening date.

It is the intent of ICLB to award to the lowest, most qualified and responsible Bidder.

Invoicing Requirements

Vendor is required to follow ICLB's Invoicing Requirements. Information can be found on our website, www.inghamlandbank.org, on the Contractor page.

SCOPE OF WORK DETAILS:

Description/Scope of Work

The Ingham County Land Bank is seeking an experienced and responsible contractor to perform as-needed trimming and/or removal of trees and bushes on properties owned by Ingham County Land Bank. These properties may fall within the NSP-1, NSP-2, HOME, CDBG, HHF, MSHDA grants, Blight Elimination funds, or Land Bank funding programs.

The successful Respondent will meet all qualifications, including competitive pricing, as delineated in the attached proposal. The successful Respondent(s) will be awarded a service contract for a period of one (1) year.

The scope of services generally shall include, but shall not be limited to, the following: performing tree trimming, tree and tree stump removal services on an as-needed basis; supplying the necessary labor, tools and equipment required to perform the proper pruning, felling or removal, and/or stump grinding or removal; provide said services in a professional and workmanlike manner; providing and maintaining fences and barriers as necessary to give adequate warning to the public at all times of any dangerous conditions as a result of the work where required for work in areas of public traffic, responsibility for all lane closures, including signage, barricades, flag persons and warning devices necessary to complete work in a safe manner; providing stump-grinding services; and properly dispose of all materials generated in the course of the work and complete clean-up of site. The roads and sidewalk shall be swept, raked or cleared of tree trimming or removal debris at the close of each day's operation.

The work shall be performed on an as-needed basis. The Contractor shall take due care and diligence to protect and prevent damage to surrounding Land Bank property and any other private property, especially when felling trees. Unless previously identified and communicated to the Land Bank as obstacles to the specified work, it will be the Contractor's responsibility to repair or replace any fences, vehicles or other private property damaged in the course of the work.

The Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to neighboring properties. Contractors working hours should coincide with those of the Land Bank (Monday through Friday 8:00 am to 5:00 pm, excluding County holidays). Emergencies are an exception.

All work shall be completed to the satisfaction of your contact person at the Land Bank or his designee. Work will be considered complete only when signed off by your contact person at the Land Bank or his designee.

SPECIFICATIONS

1. Tree Removal: Trees or bushes to be cut and removed shall be identified to the contractor either verbally or in writing. All trees shall be topped or limbed before felling unless otherwise approved. All stumps are to be removed. If, in the opinion of your contact person at the Land Bank or his

designee, unsafe tools, equipment, or methods are employed, work shall be stopped until such unsafe conditions have been corrected.

2. Tree Pruning: The primary objective of tree pruning under this contract is hazard reduction with particular emphasis on satisfactorily trimming and /or removing branches and / or limbs, which pose a potential danger to neighboring properties.

All removal and pruning procedures must meet ANSI A300 and ANSI 2133.1 standards. When trimming, all cuts shall be made at the parent branch or limb or at the tree trunk so no stub remains. All trimming cuts shall be made in accordance with proper collar cutting methods to minimize the number of trimming cuts, promote natural growth patterns and maintain tree health and vigor. Climbing irons and spurs will not be allowed on trees that are to remain.

Trees or bushes to be trimmed shall be identified to the contractor either verbally or in writing. Care shall be taken in the pruning of trees and the operation of equipment to prevent injury to trees and shrubs that are to be preserved. The Contractor shall protect and shall be liable for damages to all plants, curbs, pavement, vehicles and structures of the Ingham County Land Bank and any other surrounding private property, at no additional cost to the Land Bank.

3. Stump Removal: Trees or bushes to be cut and removed, or stumps to be removed, shall be identified to the contractor either verbally or in writing. Stumps to be removed under this contract shall be ground to 6" below grade, backfilled and seeded as specified. Stumps shall include all visible wood and roots and shall be ground as directed by the Land Bank Coordinator or his designee. All stump holes shall be backfilled with approved materials and compacted to the satisfaction of the Land Bank Coordinator or his designee. Any stump holes resulting from the Contractor's operations shall be clearly delineated and marked until backfilled to protect our employees and the public to the satisfaction of the Land Bank Coordinator or his designee. The Contractor shall remove only those stumps specifically designated by the Land Bank Coordinator or his designee.

Fill material shall be free of rocks or lumps larger than 3 (three) inches in greatest dimension. Pulverized building materials shall not be used as fill material. Fill from off-site shall be from a commercial source; however, no fill is permitted in flood plain areas. Top soil shall be used to finish and shall be no less than 3" deep. Disturbed areas are to be leveled and grass seeded with seed protection provided.

4. Clean-Up and Disposal: All trunks, rubbish and debris resulting from the work shall be removed and disposed of by the Contractor. Remove all debris and rubbish from the site as fast as it is accumulated during the progress of the work. On the completion of work, the property shall be left in a clean, presentable condition. No brush, limbs, trunks or stumps shall be stored on the property for any length of time. Burning of debris on-site is never authorized or permitted. All debris and materials generated by the Contractor's operations shall become the property and responsibility of the Contractor and shall be disposed of properly.

5. Inspection of Work: All work will be subject to inspection by the Land Bank Coordinator or his designee at all times, but such inspection shall not relieve the Contractor from any obligation to perform said work in accordance with the Specifications or any other modification thereof, as hereby provided. Work not done strictly in accordance with the Specifications shall be corrected and made good by the Contractor whenever so ordered by the Land Bank Coordinator or his designee, without reference to any previous oversight or error in inspection.

Work Schedule

The Land Bank is not in a position to determine in advance the actual number of trees to be pruned and/or removed or the number of stumps to be removed during the period of this contract. Work will be scheduled at a time/date agreeable to both parties with consideration given to adjacent properties and/or the severity of the situation.

Compensation

The Respondent, in compliance with this Request for Proposal/Qualifications, having examined the scope of work and specifications prepared by the Ingham County Land Bank, being familiar with all conditions surrounding such activities, including availability of materials and labor, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, supervision, perform all work and provide all services in accordance with the contract documents at the prices stated in Respondent attached cost proposal.

Respondent Qualifications

Respondents will be scored based on the following criteria:

1. **Cost Proposal:** Respondent shall provide pricing for typical services likely to be completed under this contract as listed in Submission Requirements.
2. **Experience:** Qualified Respondent shall have a minimum of three (3) years experience in performing tree trimming and tree and stump removal services. Respondents are requested to identify any public agencies for which Respondent performed similar services during the last three (3) years, including the name and contact information of the individual responsible for overseeing the work of the proposer.
3. **Safety:** Qualified Respondent shall demonstrate that all personnel is experienced and trained to safely operate equipment to perform services. Respondents shall have experience working in areas with traffic and road right-of-way.
4. **Insurance:** Qualified Respondent must be insured and provide proof of such with their bid. See minimum insurance requirements at www.inghamlandbank.org.
5. **Special Business Designations:** Consideration shall be given to businesses that are certified Minority Owned Businesses (MOB) or Women Owned Businesses (WOB).
6. **Local Vendor:** The Ingham County Land Bank has a local vendor preference policy which shall be applied in awarding the contract.

Submission Requirements

In evidence of Respondent's ability to satisfy the requirements set forth in the Scope of Services, Respondent is to provide the following information:

- ❑ Proposal including at a minimum:
 - Principal place of business; firm background / years in business
 - Contact Person, Title, Phone/fax Numbers, E-mail address
 - Business' experience providing similar services
 - Three references documenting past experience in this area, including: name, company or agency and contact telephone number
 - Disclose any potentially related conflict(s) of interest
 - Copies of current and applicable certifications held and trainings completed by personnel who would be working on projects and their years of experience
 - Copies of firm's certification(s) as applicable
 - Copies of applicable State/EPA certification/license
 - Copy of your Safety Program
 - Disclosure of past citations from MiOSHA, DEQ, and/or EPA
- ❑ Signed Certifications and Authorized Signatures page(s) from this RFP. If applicable, signed Local Vendor Certification from this RFP.
- ❑ Evidence of Insurance for General Liability, in compliance with the Land Bank's published Vendor Insurance Requirements (Additional Insured Clause not required until contract awarded)
- ❑ Minority Business Enterprise (MBE), Women Owned Business (WOB), Local Vendor Status and/or Section 3 eligibility, as applicable.
- ❑ Contractor Application, either submitted prior to your response or already on file with our office (can found on our website www.inghamlandbank.org or through our office).
- ❑ Unit Prices: A schedule of per-hour fees on the following typical services shall be included in your submitted proposal.
 - Three man tree crew with bucket truck & chipper
 - Stump Grinder with operator
 - Log Loader Truck
 - Tree Trimmer
 - Cherry Picker
 - Front End Loader

All Respondents will be screened against the federal Excluded Parties List System (EPLS).

Certifications and Authorized Signatures

To be returned with your Proposal/Qualifications package

Respondent, if awarded this contract, hereby agrees to commence work under this contract on or around August 1, 2017 and to continue performance of the contract for a period of twelve (12) months, or as otherwise extended in writing and agreed to by both parties. Respondent understands that the Ingham County Land Bank reserves the right to reject any or all submissions and to waive any informalities or irregularities herein.

Upon notice of acceptance of this packet, Respondent will execute a Contract Agreement and deliver properly executed insurance certificates to the Ingham County Land Bank within ten (10) days.

ADDRESS, LEGAL STATUS, AND SIGNATURE OF RESPONDENT

The undersigned does hereby designate the address, given below, as the legal address to which all notices, directions, or other communications may be served or mailed.

Street: _____ P.O. Box (if applicable): _____
City, State, Zip: _____
Phone: _____ Fax: _____
Email: _____

The undersigned does hereby declare that it has legal status checked below:

- Individual
- Limited Liability Corporation (LLC)
- Partnership
- Corporation, State of Incorporation: _____

The names and address of all persons indicated in this Bid Proposal are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____

This Proposal/Qualifications Packet is submitted in the name of

(Vendor)

Respondent hereby certifies that the information provided in their submittal to ICLB is accurate and complete, and they are duly authorized to sign. Respondent hereby certifies that they have reviewed the RFP in its entirety and accepts its terms and conditions.

Signed: _____ Date _____
Printed Name: _____

Local Vendor Certification

If applicable, return with your Proposal/Qualifications package

To be considered for preference as operating a business within the legally defined boundaries of Ingham County, the vendor must register as a “registered local vendor”(RLV) by providing the Land Bank with a verifiable physical business address (not a P.O. Box) within Ingham County at which the business is conducted. This must be the site at which business operation take place. ICLB staff reserves the right to make a site visit to verify location and business activities.

Any person, firm, corporation or entity intentionally submitting false information to the Land Bank in an attempt to qualify for the local purchasing preference shall be barred from bidding on Land Bank contracts or a period of not less than three years.

If you believe you qualify as a local vendor, please provide the following information for verification. Please note that there are some exceptions to the local vendor rule. More information can be found at www.inghamlandbank.org.

Complete Legal Firm Name: _____

Company Physical Address: _____

Company Phone: _____

Name and Title of Person Authorized to sign on behalf of your company:

Signature: _____

Date: _____