

NOTICE TO BIDDERS

Notice is hereby given the Town Council of the Town of Munster, Lake County, Indiana will receive sealed bid up to 10 a.m. on February 21, 2020 in the Office of the Clerk-Treasurer, Munster Town Hall, 1005 Ridge Road, Indiana at which time the bids will be publicly opened and read aloud, for the following:

TREE REMOVAL, STUMP REMOVAL AND TREE TRIMMING

Bid specifications can be picked up at the Town of Munster, Clerk/Treasurer Office, 1005 Ridge Road, Munster, Indiana, Monday through Friday, 8:00 am to 4:00 pm or the Town of Munster website at www.munster.org.

Bidders shall execute their bids on forms prescribed by the State Board of Accounts of the State of Indiana, together with a Non-Collusion Affidavit and a bond or certified check in the amount \$5,150.00, payable to the Town of Munster, Indiana.

All bids shall be sealed in an envelope, addressed to the Clerk-Treasurer's Office, Town of Munster, 1005 Ridge Road, Munster, Indiana 46321. The name of the bidder and the name of the project "TREE SERVICES BID" shall be clearly marked on the outside of the envelope.

The Town Council reserves the right to reject any and all bids and to waive any informality in bidding.

INSTRUCTIONS TO BIDDERS

1. Bids are to be submitted via mail or in person to the Town of Munster, Clerk-Treasurer's Office, 1005 Ridge Road, Munster, Indiana 46321. Sealed bid proposals should be plainly marked, with "TREE SERVICES BID" on the outside of the mailing envelope as well as the sealed bid.
2. The Bidder shall submit its monetary proposal upon the form furnished by the Town.
3. After bids are opened and publicly read, the bids will be tabulated for comparison based on the bid prices and ability of the contractor to perform prescribed work. Please note, when considering the bid prices per tree submitted, the Town shall weigh prices by a percentage of trees cut in each diameter class, based on recent historical tree cut averages. Until final award of the Contract, the Town Council reserves the right to reject any or all bids, or waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the Town.

PROJECT OVERVIEW

The purpose of this Request for Proposal (RFP) is to select a single qualified firm to perform professional **Tree Work Services** throughout Munster, Indiana for the Department of Public Works. **The contract will be for both scheduled and emergency tree work services.**

Tree Work Services include, but are not limited to the following key categories:

- **Tree Removal** – The removal of entire tree including stump and disposal of all wood waste. Most scheduled removals will be for dead or declining trees or may be trees needing removal for infrastructure projects. Rates will be on a **per-tree rate** based on tree diameter breast height (DBH).
- **Stump Removal** – The removal of main stump by grinding to a minimum of ten inches (10") below ground level and removal of any above-grade surface roots to below ground level. Includes removal of wood chips to ground level. In the event of damage to the sidewalk during the removal, contractor will pay for the sidewalk replacement. Rates will be on a **per-stump rate** based on diameter of stump at 12" above ground level.
- **Tree Pruning** – The removal and disposal of branches/limbs on standing trees, as specified by a work order, such as deadwood pruning, corrective pruning of stubs, structure pruning, or storm damage pruning. Tree pruning services required is expected to be minimal in the scope of this contract. Rates will be on a **per-crew hourly rate**, with "Pruning Tree Crew" for same defined as bucket truck with minimum 45' aerial lift, chipper with minimum 12" diameter capability, and a minimum 3-man labor crew.
- **Debris Removal** – The removal, chipping, and disposal of any tree branches or tree limb sections that are already on the ground along public parkway following storm events, as needed to supplement Public Works tree crews following storms. Rates will be on a **per-crew hourly rate**, with "Chipper Tree Crew" for same defined as chipper with minimum 12 diameter capacity and minimum 2-man labor crew.

- Emergency Tree Work –Includes tree removals, storm damage pruning, and debris removal as needed after storm events or during emergency situations. Rates will be on a **percentage increase of scheduled work rates above.**

Since this work is of a potentially dangerous nature, and requires special expertise, the Department intends to hire a Contractor that derives the majority of its annual income from arboricultural work and whose employees are highly trained and skilled in all phases of tree service, including work around utility lines. The Department will also review Contractor equipment availabilities in order to assure Contractor is best capable of performing requested Tree Work Services.

By seeking bids from contractors, the Town of Munster does not represent that it will utilize selected Contractor's services any guaranteed number of times over the course of the year.

PROJECT SPECIFICATIONS

1. It is the intent of this proposal to establish a Contractor to perform required Tree Work Services for a period, following contract approval, of balance of 2020 and calendar year 2021, with possible renewal for one or more yearly terms.
2. The successful bidder will furnish all labor, materials, and equipment services necessary to perform the work as requested.
3. Contractor shall be called to perform tree work services on an as-needed basis. The Public Works Department will be responsible to post standing trees to be removed and notify the contractor of removal via a work order sent through email. No tree will be removed unless tagged or notified by the Department. Most of the work involved with this contract is of a scheduled nature and a reasonable response would be expected. Work not accomplished within a one-week period once scheduled, excluding emergencies, would be considered an unreasonable response, the exception being an agreed upon date and time by both parties. Tree removals must be completed within **48 hours** from beginning of work by Contractor, unless otherwise agreed upon, in writing, by Department. Stump grinding must be completed with one week after the tree removal. Contractor will also conform to Department's pruning requests and standards. Specific instructions for extent of pruning work requested will be issued for each tree on work orders.
4. The Contractor must be on call on a 24 hour, 7 days a week, 365 days a year basis for any emergency situations that may occur and must respond within **two (2) hours** of call-out. The Contractor shall provide absolute preference to the Town following severe weather or emergency situations. The Contractor will supply storm response crews to respond to large-scale tree emergencies. Subcontractors can be utilized, at the approval of the Town, as storm response crews.
 - "Emergency Situation" – Conditions where trees or parts thereof have failed or are in imminent danger of failing, such as with storm damage, or must be removed for emergency infrastructure repairs, such as water main breaks.
 - Emergency Hours – Shall be considered hours between 5:00 pm and 7:00 am Monday through Friday and hours between 5:00 pm and 7:00 am Friday through Monday and includes non-scheduled emergency callouts during normal working hours.

5. Contractors with a minimum of 5 years of experience are preferred and the selected Contractor must follow arboricultural standards as set forth in the latest revision of the ANSI A-300, Standard Practices for Trees, Shrubs and Other Woody Plant Maintenance and Tree Care Operations – Pruning, Trimming, Repairing, Maintaining and Removing Trees and Cutting Bushes – Safety Requirements. Any work near power lines shall be performed by a trained, qualified line clearance arborist as defined by the ANSI Z -133.1 standard. Trees for removal are to be de-limbed before removal (unless conditions safely allow for felling). No trees, trunks or large branches shall be dropped onto pavement or concrete surfaces.
6. The Contractor must have a valid Contractor's License from the Town of Munster.
7. Contractor billing is preferred monthly but not to exceed 2 months. End of the year closure is to occur by December 20th of each calendar year of the contract.
8. The Contractor shall maintain insurance to protect itself and the Town of Munster, its officers, agents and employees from any claims, damages, suits, actions, liabilities, and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished or made available by the Successful Bidder, provided that such liability is not attributable to the Town's sole negligence. The Successful Bidder will maintain these coverages during the entire term of the contract.
9. Contractor shall be solely responsible for initiating, supervising, and maintaining safety precautions in connection with the work. Contractor shall take all necessary precautions for the safety of, and provide for the necessary protection to prevent damage, injury or loss to employees, bystanders, materials, equipment, and property. The safety provisions of applicable laws, building and construction codes shall be observed. Trees shall be felling in a manner as to minimize damage to infrastructure and public or private property. Damage to private property or public infrastructure as a result of negligible tree removal work is the responsibility of the Contractor.
10. Contractor is responsible for traffic control in accordance with INDOT standards and applicable parts of Section 801 of the Standard Specifications and the Manual on Uniform Traffic Control Devices for Streets and Highways. The Town is to be the sole judge as to what constitutes a hazard to traffic, or as to what constitutes unnecessary interference with traffic. The Contractor shall confer with and keep the Police and Fire Departments of the Town fully informed as to streets or alleys which are to be closed to traffic for construction purposes.
11. The Contractor must comply with all local and State laws, rules and regulations.
12. Should the Contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work with promptness and diligence, or fail to perform any of its obligations set forth in the Contract, the town may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election.
13. The contract can be cancelled at any time by the Town Council.

TOWN OF MUNSTER 2020 TREE WORK SERVICES BID FORM

Name of Contractor _____

TREE REMOVAL

Unit price for trees which need to be removed on a non-emergency basis. (Includes Tree and Stump Removal) NOTE: *Weighted Average shown is for Town scoring purposes.*

<u>Tree Size @ Diameter Breast Height (DBH)</u>	<u>Price Per Tree</u>	<u>Weighted Average</u>
6" – 11" DBH	\$ _____	19%
12" – 17" DBH	\$ _____	35%
18" – 29" DBH	\$ _____	32%
30" – 35" DBH	\$ _____	4%
36" – 41" DBH	\$ _____	6%
Over 41" DBH	\$ _____	4%

STUMP REMOVAL ONLY

Unit prices for stump only removal:

<u>Stump Diameter</u>	<u>Lump Sum Price</u>	<u>Weighted Average</u>
Under 12" diameter	\$ _____	19%
12" – 17" diameter	\$ _____	35%
18" – 24" diameter	\$ _____	32%
24" – 36" diameter	\$ _____	4%
36" – 42" diameter	\$ _____	6%
Over 42" diameter	\$ _____	4%

The following are to be quoted on an HOURLY RATE, based on supplying a "Crew".

TREE PRUNING (non-emergency) A "Tree Pruning Crew" is defined as bucket truck with minimum 45' aerial lift, chipper with minimum 12" diameter capability, and a minimum 3-man labor crew.

\$ _____/hourly rate per crew

DEBRIS REMOVAL (non-emergency) A Debris Removal "Chipper Crew" is defined as a

chipper with minimum 12" diameter capability, and minimum 2-man labor crew.

\$ _____/hourly rate per crew

EMERGENCY CALL-OUT RATE

Emergency Call-Out Rates shall be a multiplying factor based on all rates above in all categories.

Examples:

A Rate of 1 is same prices as above.

Rate of 1.5 is "time and one-half."

Rate of 2 is double the above quoted rates.

(Note: Any % factor can be chosen)

Emergency Call-Out _____ multiplier rate

CONTRACTOR EQUIPMENT AVAILABILITIES

Please attach as a narrative and submit with bid:

List and describe all equipment owned and available (i.e. bucket truck, grapple truck, chipper, crane, etc.). Please note equipment capacity/make/model/year and number of personnel.

CONTRACTOR EXPERIENCE

Please attach as a narrative and submit with bid:

Briefly describe years of experience and any major projects that reflect the ability of your company to perform *Tree Work Services* for the Town of Munster. Describe qualifications of crew members including any official arborist certifications, such as International Society of Arboriculture (ISA) Certified Arborist.

Company Name

Signature and Title of Authorized Representative

Print Name and Title

Business Address

City, State and Zip Code

Telephone Number

Fax Number

e-mail

Date bid prepared _____

The Town Council reserves the right to reject any and all bids, and to waive any informality. Contract can be cancelled at any time by the Town Council.



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): _____

1. Governmental Unit (Owner): _____

2. County : _____

3. Bidder (Firm): _____

Address: _____

City/State/ZIPcode: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____
(Governmental Unit) in accordance with plans and specifications prepared by _____
_____ and dated _____ for the sum of
_____ \$ _____

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II
(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date (month, day, year): _____

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

4. List references from private firms for which you have performed work.

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at _____ this _____ day of _____.

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
 COUNTY OF _____) ss

Before me, a Notary Public, personally appeared the above-named _____ and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this _____ day of _____.

Notary Public

My Commission Expires: _____

County of Residence: _____

BID OF

_____ (Contractor)

_____ (Address)

**FOR
PUBLIC WORKS PROJECTS
OF**

_____ Filed _____

_____ Action taken _____