



REQUEST FOR PROPOSALS

REQUEST FOR TREE TRIMMING SERVICES

DATE:	September 11, 2023
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PROPOSAL DUE DATE: September 18, 2023, at 11:30 AM
UPDATED DUE DATE: September 20, 2023, at 11:30 AM

PROPOSAL DELIVERY LOCATION: City of Grand Ledge
ATTN: Mr. Gregory Newman, City Clerk
Grand Ledge City Hall
310 Greenwood Street, Grand Ledge, Michigan 48837

CONTACT: David Gutchess, Public Services Superintendent
517-627-2144 | dgutchess@cityofgrandledge.com

Introduction:

The City of Grand Ledge will be accepting sealed bids for Tree trimming services. The services will be related to the August 24th windstorm damage. The City of Grand Ledge shall not be the contactors sole and only client or customer.

Selection Timetable:

Release RFP Monday, September 11, 2023
RFP Due Date September 18, 2023, at 11:30 AM
 UPDATED DUE DATE: September 20, 2023, at 11:30 AM
Tentative Bid Award Monday, September 25, 2023

Submittal of Proposal:

Bidders should submit a sealed bid marked “Tree Trimming Services” clearly on the envelope by 11:30 AM on Wednesday, September 20, 2023, at which time the bids will be opened and read aloud. Bids must include a price in dollars for each of the requested pay items in the preceding table. The award will be made based on the hourly pricing. All bids should be submitted to the attention of:

Mr. Gregory Newman, City Clerk
Grand Ledge City Hall
310 Greenwood St.
Grand Ledge, MI 48837

The bid price shall not include an allowance for State Sales Taxes or Federal Excise Tax. The City, upon request, will provide the successful bidder with properly executed tax exemption certificates or tax exemption numbers. All other taxes required by law shall be paid by the successful Contractor.

Any proposal may be withdrawn or modified by written request, provided such request is received by the City at the above address prior to the date and time established for receipt of proposals. Proposals not so withdrawn shall constitute a firm offer to provide the services contained therein and shall remain firm for acceptance for sixty (60) days.

The cost of preparing a response to this RFP, including site visits, are the Contractor’s sole responsibility and will not be reimbursed by the City of Grand Ledge. The City reserves the right to reject any or all proposals, to award the contract to other than the low bidder, to accept any or all alternatives, to waive irregularities and/or informalities and, in general, to make the award in any manner deemed by it, in its sole discretion, to be in the best interest of the owner.

Specifications:

The specifications for the Tree Trimming Services are outlined below:

1. Contractor to be responsible for setting-up and maintaining traffic control, including signs designating street closure.
2. Trim or remove all trees as directed by City staff.
3. Remove all brush related to the assigned trees.
4. Clean and yard and street from tree debris.

Qualifications of the Firm:

The City of Grand Ledge may award the Tree Trimming Services contract to the individual or firm that, in its sole opinion, is the most capable of providing the range of services described and anticipated by this RFP and is in the long-term best interest of the city and its residents.

The City of Grand Ledge reserves the right to:

- investigate the qualifications of all firms under consideration including any information furnished by potential candidates
- reject any or all proposals
- modify the proposal
- establish evaluation criteria determined to be in the best interest of the city
- issue a subsequent RFP
- conduct interviews of potential firms prior to selection

Note: This RFP does not commit the City of Grand Ledge to negotiate a contract, nor does it obligate payment for any cost incurred in the preparation and submission of the proposal.

Evaluation Process:

Proposals will be evaluated through consideration of several factors. The review of all documents submitted will be in accordance with the following criteria:

- Experience and references of contractor
- Proposed cost
- Ability to execute contract in accordance with City policies and in full compliance with all applicable laws, ordinances, and regulations
- The proponent's familiarity with the City and Tri-County area
- Other factors deemed relevant by the City Manager and Public Works Superintendent
- The City reserves the right, in its absolute discretion, to reject any or all proposals, to waive irregularities, informalities and/or non-conformities in any submission, to select the proponent and proposal deemed to be in the best interests of the City, and to negotiate with the selected proponent(s).

The above criteria will be used to evaluate the submittals. Following a review of the submittals, a firm will be selected, and a recommendation will be given to the City Council.

The Contractor must demonstrate its ability to deliver competitive rates for the noted services. Demonstrated familiarity with local building codes and construction techniques and materials is essential.

If for any reason, a proponent cannot commence activities within 30 days of the contract being executed, the City may unilaterally terminate the contract and negotiate with other proponents.

Conflict of Interest:

The respondent warrants that to the best of its knowledge and belief and except as otherwise disclosed it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm's organizational, financial, contractual or other interests are such that:

1. Respondent may have an unfair competitive advantage; or
2. The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the proposal submission.
 - a. The respondent agrees that if after award it discovers an organizational conflict of interest with respect to this solicitation it shall make an immediate and full disclosure in writing to the City Manager that shall include a description of the action which the respondent has taken or intends to take to eliminate or neutralize the conflict. The City

- may, however, disqualify the respondent or if a contract has been entered into with the respondent, terminate said contract, in its sole discretion.
- b. In the event the respondent was aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to the City Manager the City may disqualify the respondent.

Subcontracting:

Subcontracting for duties outlined in the RFP specifications will not be permitted unless authorized in writing by the City. The contractor must be independently able to provide all tasks identified in the attached specification in their entirety.

If subcontracting is authorized by the City, the selected firm will be fully responsible to the City of Grand Ledge for the acts and omissions of subcontractors and of all persons whether directly or indirectly employed by the selected firm. Nothing in the contract shall create any contractual relationship between any subcontractor and the City of Grand Ledge. The selected firm shall not assign, transfer, convey, or otherwise dispose of the contract, or any part thereof, or the firm's right, title, or interest in the same or any part thereof, without the previous written consent of the City of Grand Ledge. The selected firm shall not assign any, of the moneys due or to become due and payable under the contract, without previous written consent of the City of Grand Ledge.

Labor Laws and Equal Employment Opportunity:

The selected firm and subcontractors must abide by Federal, State, and local regulations pertaining to equal employment, and shall obey and abide by all the laws of the State of Michigan relating to the employment of labor and public work and all ordinances and requirements of the City of Grand Ledge regulating or applying to public improvements.

Indemnification and Hold Harmless:

The selected firm agrees to indemnify and hold harmless the City of Grand Ledge and their officers, employees, and agents from any and all liability, loss, or damage as a result of claims, actions, suits, causes of action, proceedings, costs, expenses, judgments and liabilities of any kind whatsoever arising out of selected firm's performance of the contractual work. It is further agreed that the selected firm shall have the responsibility to the City of Grand Ledge for the proper performance of its professional services in conformity with the customary and usual result of the failure of such performance, provided such damages suffered by the City of Grand Ledge as a result of the failure of such performance, provided such damages are caused by the selected firm's error, omission or negligent act, or the error, omission or negligent act of its officers, agents, or employees. No compensation will be paid to the selected firm for services required to correct work arising out of the selected firm's errors or omissions. Additionally, the selected firm shall be responsible for any payment to other consultants/Contractors to correct work arising from the selected firm's errors and omissions. A representative of the selected firm shall sign and submit Hold Harmless Agreement as evidence prior to commencement of the contractual work.

Insurances:

The selected firm shall procure and maintain during the life of the contract the following insurance coverage from a company or companies licensed to sell insurance in Michigan with an A+ A.M. Best rating, or equivalent: Workers Compensation in compliance with Michigan law; Comprehensive General Liability Insurance in the amount of \$1,000,000 each occurrence for Bodily Injury Liability and Property Damage Liability.

The insurance required shall be written for the greater of limits not less than the limits of liability specified or required by the law OR primary coverage of \$1,000,000 per occurrence. Insurance on an occurrence basis coverage shall be maintained without interruption from date of commencement of operations under the contract until the date herein specified that coverage is no longer required. It is understood and agreed by naming the City of Grand Ledge as additional insured, coverage afforded is primary and any other insurance the

City of Grand Ledge may have in effect shall be considered secondary and/or excess.

All certificates of insurance must be forwarded to the City of Grand Ledge prior to commencement of any work. Required insurance policies shall not be changed or canceled without ninety (90) days prior written notice to the City of Grand Ledge.

General Notes:

1. NO SMOKING shall be allowed on any project site. Personnel caught smoking will be removed from the project.
2. Contractor's personnel are expected to maintain a high-quality professional attitude while on site. Contractors shall be subject to such rules and regulations for the conduct of the work as the City of Grand Ledge may establish. Possession or consumption of alcoholic beverages or drugs or noxious behavior on site is strictly prohibited. Violations of any of the above will result in the removal of the individual and employer from the project and they will be held liable for any damages which may result due to their actions.
3. All personnel will be required to provide identifying information at all times while on site.
4. The City of Grand Ledge reserves the right to supplement the operations of the maintenance contractor in whole or in part, with City employees or volunteers.

Existing Conditions:

Entities with demonstrated experience in tree trimming services with an interest in making their services available to the City of Grand Ledge are invited to respond to this RFP. "Contractor" means the companies or individuals that submit proposals in response to this RFP. It is understood that the selected Contractor acting as an individual, partnership, corporation, or other legal entity, is state licensed and certified in accordance with title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) (12 U.S.C. 3331 et seq.) and capable of providing the specified services. The Contractor shall be financially solvent and each of its members if a joint venture, its employees, agents, or sub-consultants of any tier shall be competent to perform the services required under this RFP document.



BIDDERS PROPOSAL

All work shall be completed in accordance with the City of Grand Ledge Specifications for work. The contractor receiving the bid award shall provide proof of insurance in the amount shown in the RFP guidelines prior to commencement of work. Insurance shall be kept current and in full force throughout the duration of the work. Contractor shall show satisfactory evidence that they have performed similar work previously, and that they have adequate equipment and labor to perform the work in a timely fashion.

The project shall be bid on as a per hour contract. Bidders should provide **costs per hour** for each piece of equipment they are utilizing below:

EQUIPMENT DESCRIPTION	COST PER HOUR
70' Minimum Bucket Truck with Operator	\$
50' Minimum Bucket Truck with Operator	\$
65' Minimum Crane Truck with Operator	\$
115' Minimum Crane Truck with Operator	\$
Chipper with Truck and Operator Minimum: 12" Throat / 125 Horsepower	\$
Skid Steer with Operator Minimum: 70 Horsepower / 2,000 lb. Lifting Capacity	\$
Compact Skid Steer with Operator Bobcat MT55 or equivalent Minimum: 24hp, 550lb load capacity	\$
Loader with Operator Minimum: 80 Horsepower / 12,600 lb. Operating Weight	\$
Dump Truck with Operator Minimum: 10 Yard	\$
Dump Trailer with Operator Minimum: 7' x 14'	\$
Additional Laborer(s)	\$

This bid is submitted in response to the City of Grand Ledge RFP for Tree Trimming Services by:

Company Name:	
Authorized Signature:	
Print Name:	
Date:	