



CITY OF HASTINGS, MICHIGAN

REQUEST FOR PROPOSALS (RFP)

FOR

2024 Tree Trimming, Removal, and Stump Grinding

PROCUREMENT NAME: 2024 Tree Trimming, Removal, and Stump Grinding

RFP ISSUE DATE: Tuesday, October 24, 2023

PROPOSAL DUE DATE: Thursday, November 16, 2023 at 10:00 a.m.

WORK BEGIN DATE: Monday, January 8, 2024

TREE REMOVAL/TRIMMING COMPLETION DATE: Friday, March 29, 2024

STUMP GRINDING COMPLETION DATE: Friday, April 26, 2024

Requests for Proposals and related documents may be obtained during normal business hours from the City Clerk/Treasurer's office located in Hastings City Hall at 201 East State Street, Hastings, MI 49058.

OVERVIEW OF THE PROCUREMENT PROCESS

The City of Hastings is employing a formal proposal or bid process in this procurement. All General and Specific Terms and Conditions as described below apply. Potential vendors who receive copies of this RFP will be notified of any addendum to the RFP and provided an equal opportunity to comply with all specifications.

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NOTE: The documents provided as attachments and exhibits are not exhaustive or presumed to be complete and are provided for reference only

A. GENERAL TERMS AND CONDITIONS

1. The City of Hastings assumes no responsibility of any kind or nature for any costs incurred by any potential vendor in the preparation of a response to this RFP. This applies to and includes any costs of delivery for a timely proposal.
2. The City of Hastings reserves the exclusive, unencumbered right to:
 - a. Cancel, revise, or amend the RFP;
 - b. Reject any proposal or bid or all proposals or bids submitted in response hereto in whole or in part;
 - c. To waive any irregularities in any proposal or bid;
 - d. To award the whole or part of the work or goods that are the subject of this RFP to that offeror whose proposal or bid is, as determined in the sole discretion of the City, to be in the best interest of the City considering such factors as it may deem pertinent.
3. Sealed proposals or bids must be received on or before **Thursday, November 16, 2023 at 10:00am** at the office of the City Clerk/Treasurer. Date and time will be recorded on delivery. Deadline is for physical delivery to the specified location; postmarks or other indicators of sending or delivery will not be accepted.

Proposals or bids are to be delivered to:

City of Hastings
Office of the City Clerk/Treasurer
201 East State Street
Hastings, MI 49058

4. Any questions regarding the RFP must be submitted before **Thursday, November 09, 2023 at 5:00pm**. If necessary, an addendum to the RFP will be provided to all holders of the RFP of record.
5. No proposal or bid may be withdrawn for a period of sixty (60) days after the opening of the proposals or bids except as provided in the RFP.
6. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP. Failure to do so may result in the proposal or bid being considered non-responsive and it may be rejected. An offeror must promptly notify the Office of the City Clerk/Treasurer of any ambiguity, inconsistency, or error, which may be discovered upon examination of the RFP. An offeror requesting clarification or interpretation of this

RFP should contact Travis Tate, Director of Public Services at (269) 945-6006 or ttate@hastingsmi.org .

7. Proposals should demonstrate the offeror's successful experience in providing the services and/or items requested by this RFP.
8. Proposals must state whether any of offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the City of Hastings or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting there from. If so, the complete name and address of each such person and their connection to the City of Hastings must be disclosed in the response.
9. Any proposal submitted shall be deemed conclusive assurance that the proposer does not discriminate in any manner against any class of protected persons under federal or state law. This includes non-discrimination on the basis of gender, race, national origin, age, and other categories specified by law. Non-discrimination applies to consideration for employment and services.
10. Proposals must explicitly and completely describe and present all components of the price proposed for work or goods. The City of Hastings is exempt from State of Michigan Sales and Use Taxes.
11. Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the Michigan Freedom of Information Act.
12. No information regarding the contents of responses to the RFP will be released prior to award. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.
13. Any interpretation, correction, or change of the RFP will be made by an addendum. Interpretations, corrections, or changes to this RFP made in any other manner will not be binding and offerors must not rely upon such interpretations, corrections, or changes. The City Clerk/Treasurer will issue Addenda. Addenda will be emailed, faxed, or mailed to all known recipients of the RFP.
14. The City may make investigations to determine the ability of the offeror to perform or supply the services and/or items as described in this RFP.
15. The successful offeror must comply with all applicable City, State, and Federal laws, codes, provisions, and regulations.
16. Responses to this RFP must be in the prescribed format.

17. The City may request additional information, clarification, or presentations from any of the offerors after review of the proposals received.
18. The City has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of offeror.
19. Only the City will make news releases or other public announcements pertaining to this RFP or the proposed award of a contract.

B. SPECIFIC TERMS AND CONDITIONS

1. The City of Hastings is soliciting bids for the provision of tree trimming and removal, and stump grinding services at multiple locations through the city limits.

This bid proposal is for the fiscal year ending June 30, 2024.

2. Specific or Technical Requirements of the work or goods.

See "Attachment A"

3. EVALUATION CRITERIA

- a. The ability, capacity, and skill of the offeror to provide items described in this RFP in a prompt and timely manner without delay or interference.
- b. The character, integrity, reputation, judgment, experience, efficiency, and effectiveness of the offeror.
- c. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.
- d. Compliance by the offeror with laws and ordinances regarding prior contracts, purchases, or services.
- e. The conditions, if any, specified in offeror's proposal; i.e. what expectations or requirements the offeror might have of the City as a condition of, or related to the proposal.
- f. Compliance by the offeror with the City's insurance requirements policy.
- g. Price.

4. SELECTION PROCESS

- a. Sealed proposals will be publicly opened immediately after the deadline for submitting proposals.
- b. Proposals will be opened at Hastings City Hall, 201 East State Street, Hastings.
- c. Proposals not submitted timely will not be opened or considered.

- d. Compliance with submittal forms, insurance requirements, and price will be publicly announced at the proposal opening.
- e. City staff will evaluate proposals according to the evaluation criteria noted in the RFP and prepare a recommendation to the Hastings City Council.
- f. The City Council will make the final, binding decision as to the award of the contract or the rejection of any or all proposals.
- g. City staff or the City Council may request additional information or clarification from any offeror. Failure to supply requested additional information may result in proposal being rejected or not considered further.
- h. A Purchase Order or formal contractual agreement will be entered to effect the arrangements. Offerors should submit any requested contract terms as part of their proposal.

RELATED PARTIES DISCLOSURE (CHECK AND COMPLETE AS APPROPRIATE)

THIS PAGE MUST BE RETURNED SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR

NONE of offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the City of Hastings nor has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting there from.

EXCEPTIONS TO THE ABOVE STATED ARE AS FOLLOWS:

Name _____

Address _____

Connection or Relationship to the City of Hastings: _____

Name _____

Address _____

Connection or Relationship to the City of Hastings: _____

USE ADDITIONAL SHEETS IF NECESSARY

**Authorized
Official:**

Name

Title

Signature

Date

REFERENCES

Each offeror should provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP. References of other similar local government operations are preferred.

REFERENCE # 1

Entity Name:

Address:

Street

City, State

Zip

Phone:

Contact:

Name

Title

Email

Brief Description of Relationship:

REFERENCE # 2

Entity Name:

Address:

Street

City, State

Zip

Phone:

Contact:

Name Title

Email

Brief Description of Relationship:

REFERENCE # 3

Entity Name:

Address:

Street

City, State

Zip

Phone:

Contact:

Name Title

Email

Brief Description of Relationship:

INSURANCE

Attach certificates of required insurance.

IRS W-9 FORM

Complete and attach an IRS Form W-9.

PRODUCT INFORMATION

Attach complete description of the manufacture, features, and capabilities of materials and goods proposed to be provided.

OTHER INFORMATION

Attach other information necessary to describe the proposed vendor and the goods and services proposed to be provided.

D. ATTACHMENTS AND EXHIBITS

1. ATTACHMENT "A" - Bid Specifications.
2. ATTACHMENT "B" - Standard Form of Agreement.
3. ATTACHMENT "C" - City of Hastings Insurance Requirements.
4. ATTACHMENT "D" - Contractor's Checklist.
5. ATTACHMENT "E" - IRS FORM W-9.



ATTACHMENT “A”

2024 TREE TRIMMING, REMOVAL, AND STUMP GRINDING SPECIFICATION

General Description:

1. Contractor shall move at an acceptable pace from tree to tree as determined by the Superintendent of Streets and Construction, so that city crews can keep up with Contractor.
2. Contractor shall pile lumber/brush in a manner that is acceptable to the Superintendent of Streets and Construction and Director of Public Services.
3. Contractor shall be responsible for proper traffic control devices per MUCTD standards, that is acceptable to the Superintendent of Streets and Construction, Director of Public Services and Chief of Police. If traffic control measures are found not to be satisfactory, City must notify Contractor of the deficiency. The Contractor, once notified, shall stop all tree removal, trimming or stump grinding operations immediately, and rectify the situation acceptable to the City. The cost for Traffic Control shall be included in the unit prices for the contract.
4. Tree removal, Trimming and Stump Grinding will include all labor, equipment and materials necessary for preparation, cutting, and placement on the ground of all foliage, limbs, branches, and trunks of those trees designated for removal by the City of Hastings. Trunks and limbs that are too big for the chipper or City crew to handle, shall be the responsibility of the contractor to remove. Trunks and limbs shall not be stored more than 48 hours on the City’s Right-of-Way. Contractor shall provide any additional equipment, materials, manpower, and all other appurtenances, for Tree Trimming, Tree Removal, and Stump Grinding (i.e. Cranes, telehandlers, boom lifts, cables, ropes, ect.), if necessary.
5. The contractor shall exercise appropriate and reasonable care to ensure that no damage will occur to improvements adjacent to trees being removed or trimmed. The contractor shall be fully responsible for any damage caused by tree removal, trimming or stump grinding operations. Replacement, repair or restoration of damaged areas by the contractor which occurs as a result of operations performed by the contractor will be the responsibility of the contractor. These improvements shall be repaired or replaced to a condition as good or better than the original condition.
6. The trees to be removed, trimmed or grinded are typically street trees within the street Right-of-Way or trees located on publicly owned lands within the City of Hastings. Contractor shall place pads or rubber mats on lawn surface if it is needed outside of the ROW.
7. Trees sizes and degree of difficulty to remove, trim, or stump grind will vary. The cost shall be of a unit price basis. The cost of removal, trimming and grinding shall include all time, labor, equipment, and materials, shall be reflected in the unit price.



ATTACHMENT “A”

2024 TREE TRIMMING, REMOVAL, AND STUMP GRINDING SPECIFICATION

Tree Removal:

1. The City shall remove the brush (including foliage, bark, tree branches, and limbs) and debris from the trees after the removal contractor places this material on the ground. The Contractor shall not be responsible for final disposal of any branches, foliage, bark or debris that the City can dispose of or chip. The Contractor shall be responsible for final disposal large limbs, or trunks that cannot be removed or chipped by city staff. This material shall become the property of the Contractor for its sole use. The Superintendent of Streets and Construction will determine what the City can dispose of and chip.
2. All trees will be cut and removed to a point no more than 12 inches above the ground and be less than 6 inches above ground.

Tree Trimming:

1. Tree trimming will include all labor, equipment and material necessary for preparation, cutting and deposition on the ground of all foliage, limbs, branches and trunks of those trees designated for trimming by the City of Hastings.
2. The trees to be trimmed are typically street trees within the street right-of-way or trees located on publicly owned lands within the City of Hastings.
3. The contractor will exercise appropriate and reasonable care to ensure that no damage will occur to improvements adjacent to trees being removed or trimmed. The contractor will be fully responsible for any damage caused by tree removal or trimming operations.
4. All trees to be trimmed will be inspected by the tree trimming contractor to determine which portions of the tree are diseased, dying or dead. All other portions of a tree to be trimmed will be determined by the Superintendent of Streets and Construction.
5. All limbs, branches and trunks determined to be in the afore mentioned condition will be trimmed and removed from the tree. All branches overhanging the public road system less than 15 feet above the grade of the road will be removed. All trees adjacent to the road system will be trimmed to maintain a minimum branch height of 10 feet, or as directed Superintendent of Streets and Construction.



ATTACHMENT "A"

2024 TREE TRIMMING, REMOVAL, AND STUMP GRINDING SPECIFICATION

Stump Grinding:

- 1.** Stump grinding will include all labor, equipment and material necessary for preparation of tree stump grinding designated for grinding by the City of Hastings.
- 2.** The stumps to be grounded are typically street trees within the street right-of-way or trees located on publicly owned lands within the City of Hastings.
- 3.** Stumps to be ground down to a minimum of 18" below ground or the entire stump depth, whichever is less depth below ground.
- 4.** Stumps will vary in size.
- 5.** The contractor shall remove the chips and debris from the stumps and will be responsible for final disposal of any debris resulting from stump grinding.
- 6.** The contractor shall exercise appropriate and reasonable care to ensure that no damage will occur to underground utilities. The contractor will be fully responsible for any utility damage caused by stump grinding operations. The contractor will contact MISS DIG at least 72 business hours prior to stump grinding operations.
- 7.** The contractor may not be responsible for restoration of limited lawn area damage resulting from stump grinding operations performed while exercising reasonable care. Replacement, repair or restoration of improvements or other areas damaged by the contractor which occurs as a result of operations performed by the contractor will be the responsibility of the contractor. These improvements shall be repaired or replaced to a condition as good or better than the original condition.



ATTACHMENT “A”
2024 TREE TRIMMING, REMOVAL, AND STUMP GRINDING SPECIFICATION

Bid Prices:

| <u>Bid Item</u> | <u>Bid Unit</u> | <u>Unit Price</u> | <u>Bid Price</u> |
|--------------------------|------------------------|--------------------------|-------------------------|
| Tree Removals | 26 Each | \$ _____ /Ea. = | \$ _____ |
| Tree Trimming | 1 Each | \$ _____ /Ea. = | \$ _____ |
| Stump Grinding | 29 Each | \$ _____ /Ea. = | \$ _____ |
| Total Bid Price = | | | \$ _____ |

The City of Hastings reserves the right to increase the above bid quantities up to 30% per change order. Additional Tree Removals and Tree Trimming that are not in the attached list will have a quote attached that is acceptable to the City. No additional work will be done, that increases the contract bid price, without a quote, and an approved Change Order signed by the City Manager. The City of Hastings reserves the right to decrease the above bid quantities by 30% without change to the unit prices.

Tree Removals/Trims - 2023/2024

| Address | # of Trees | Take down or trim | Mark/Contact/ Take or leave wood | Information | Valve Box Location |
|-----------------------------|------------|-------------------|----------------------------------|---|--|
| 805 S. Broadway | 1 | TD | | Walnut tree next to drive | 805 S.B. 5' 6" S & 23' W OF HOUSE |
| 801 W. Bond | 1 | TD | | next to drive crane needed | 801 S.B. 26' S & 3' 8" W OF S.E. COR OF HOUSE |
| 804 W. Grand | 1 | TD | | east side by driveway | 804 S.B. 2' 2" W OF N.E. COR OF PORCH 2' 4" N OF WALK |
| 730 W. Walnut | 1 | TD | | west side of property | 730 S.B. 16' S & 4' 5" W OF S.W. COR OF HOUSE ON GRAND |
| 729 W. Walnut | 1 | TD | | tree on Benton/in and around high voltage lines | 729 S.B. O.M. 7' 10" E OF S.E. COR OF HOUSE 1' S OF WALK |
| 310 W. Madison | 1 | TD | | tree on corner | 310 S.B. 30' 3" N & 4' E OF N.W. COR OF HOUSE |
| 1308 Ridgewood Dr. | 4 | TD | | pine trees | |
| 101 Shriner | 1 | TD | | tree on east side | 101 S.B. 45' E & 32' S OF S.E. COR OF HOUSE ON MICHIGAN AVE |
| 411 W. Court | 1 | TD | | front of house | 411 S.B. 3' E OF S.W. COR OF PORCH 4' 4" S OF WALK |
| 820 E. Bond | 1 | TD | | front of house | 820 S.B. DIRECT N OF N.E. COR OF HOUSE - 4' 6" N OF WALK |
| 846 E. Bond | 1 | TD | | tree on east side property | 846 S.B. 6' 4" W OF N.E. COR OF HOUSE - 3' N OF WALK |
| 426 S. Dibble | 2 | TD | | tree each side of drive | 426 S.B. O.M. 3' 3" N OF N.E. COR OF PORCH 2' E OF WALK |
| 421 E. Center | 1 | TD | | front of house | 421 S.B. 12' 6" W OF S.W. COR OF PORCH - 3' 2" S OF WALK |
| 725 N. Michigan | 1 | TD | | tree on n. side of house | |
| 626 N. East | 1 | TD | | east side of house | 626 S.B. 9' 6" E OF N.W. COR OF HOUSE - 2' 6" N OF WALK ON BLAIR |
| 621 N. East | 2 | TD/Trim | | trees are on Blair 1TD/1Trim | 621 S.B. 45' 10" W OF N.W. COR OF HOUSE 6' S IN WALK |
| 727 N. Ferris | 1 | TD | | tree in front of house/ in and around high voltage lines | 729 S.B. 26' 8" N & 3' 4" W OF N.E. COR OF HOUSE |
| 552 E. Thorn | 1 | TD | | tree is on corner by first and thorn | 552 S.B. DIRECT N OF N.E. COR OF HOUSE 5' N OF WALK |
| 604 E. Thorn | 1 | TD | | tree is in front yard | 604 S.B. 28' 4" W & 3' N OF S.W. COR OF HOUSE (NOT PORCH) |
| 628 E. State St. | 1 | TD | | tree in front yard/in and around high voltage power | 628 S.B. 4' W OF N.W. COR OF HOUSE 1' N OF WALK |
| 940 W. Madison | 2 | TD | | 1 tree eastside of property/ 1 pine west side of property | 940 S.B. 21' 4" W & 23' 8" N OF N.E. COR OF BLDG |
| 930 S. Broadway | 3 | SG | | OnMarshall Street | |
| Total Removals | 26 | | | | |
| Total Trims | 1 | | | | |
| Total Stump Grinding | 29 | | | | |

Attachment B
Standard Form of Agreement
Between The City of Hastings and Contractors

This agreement is made this day _____ between the City of Hastings, 201 East State Street, Hastings, Michigan, 49058, and the Contractor

_____, for the following project:

The City of Hastings and the Contractor agree as follows:

The Contractor shall complete the work described in the bid specifications for the project. The bid specifications will consist of this agreement signed by the City of Hastings authorized representative and the Contractor, and any drawings and specifications prepared by the City of Hastings.

Written Change Orders for minor changes in the scope of work issued after execution of this agreement will be made upon written approval of the Director of Public Services.

The date of commencement of the project will be the date of the agreement, unless otherwise states in the bid specifications. The Contractor will complete the work no later than stated in the bid specifications, subject to any adjustments by the Director of Public Services.

Subject to additions and deductions by a Change Order approved by the Director of Public Services, the contract sum will be outlines in the bid submitted by the Contractor to the City of Hastings. The Contractor will not exceed the approved amount of the contract, unless prior written authorization from the City Manager is received.

If the Contractor fails to correct work which is not in accordance with the specifications as stated in the bid documents, the City of Hastings may direct the Contractor in writing to stop the work until the correction is made. If the Contractor defaults or neglects to carry out the work in accordance with the specifications as stated in the bid documents, and fails within a seven day period after receipt of written notice from the City of Hastings to correct such default or neglect with diligence and promptness, the City of Hastings may, without prejudice to other remedies, correct such deficiencies. In such case, the City of Hastings will deduct the cost of the correction from payments due to the contractor.

The City of Hastings reserves the right to perform construction or operations related to the project with its own labor forces, and to award separate contracts in connection with other portions of the project. The Contractor will coordinate and cooperate with separate Contractors employed by the City of Hastings. Costs caused by delays or by improperly timed activities or defective construction will be borne by the party responsible therefore.

For the purposes of payment, the contract sum amount will include all items and services necessary for the proper execution and completion of the work as outline in the bid documents.

Payment to a Contactor for the completion of work as outlines in the bid documents, and as a result of the agreement will be made within thirty days from receipt of the Contractors billing statement and processing by the Director of Public Services.

The Contractor will provide proof of insurance in the amount required on the attached policy. Certificates of Insurance will be provided prior to the commencement of work, naming the City of Hastings as the additional insured.

This agreement is entered into as of the day and year first written above.

City of Hastings

Contractor

Signature

Signature

Travis Tate

Printed Name

Printed Name

Director of Public Services

Title

Title

201 East State St

Address

Address

Hastings, MI 49058

Tax ID Number _____

ATTACHMENT "C"

INSURANCE POLICY FOR THE CITY OF HASTINGS

The purpose of this policy statement is to establish guidelines requiring insurance for contractors, organizations, groups or individuals that carry on activities or do work on City properties. All Certificates of Insurance shall be maintained by the City Clerks Department and updated as necessary.

I. **Doing work on City Property.**

Certificates indicating insurance coverage shall be required by all contractors or individuals that do work on City-owned property including land, parks, roads, sidewalks, easements, right-of-ways and buildings.

The following coverage is required:

| | Type | Limit of Liability | |
|----------|---|---------------------------|----------------|
| 1 | Workers Compensation Statutory Coverage B and Employers Liability | \$500,000.00 | |
| 2 | Public Liability (Including products and completed operations liability) | \$500,000.00 | Each Person |
| | Bodily Injury | \$1,000,000.00 | Each Accident |
| | Property Damage | \$500,000.00 | Each Accident |
| | | \$1,000,000.00 | Each Aggregate |
| 3 | Automobile Liability (Including hired cars and automobile non- ownership) | | |
| | Bodily Injury | \$250,000.00 | Each Person |
| | | \$500,000.00 | Each Accident |
| | Property Damage | \$250,000.00 | Each Accident |
| | | \$5,000,000.00 | Each Aggregate |
| 4 | Additional Insured - The City of Hastings to be specifically named in clause on policy and certificate as an "additional insured" | | |

Attachment D

Contractors Checklist

I Certificate of Insurance

| | | | |
|---|----------------------|---------------|-------|
| A | Workers Compensation | Date Received | _____ |
| B | Liability | Date Received | _____ |

II Loss History

A Provided by Agent

III Safety Program

| | Yes | No |
|--|-------|-------|
| A Familiar with MIOSHA regulations | _____ | _____ |
| B Are safety standards used daily | _____ | _____ |
| C Written safety program | _____ | _____ |
| D Safety Coordinator | _____ | _____ |
| E Michigan Right to Know Program | _____ | _____ |
| F Permit required Confined Space Entry | _____ | _____ |
| G Power lock out/tag out program | _____ | _____ |
| H First aid personel on site | _____ | _____ |
| I Fire safety and suppression plan | _____ | _____ |
| J Personal protective equipment used | _____ | _____ |
| K Auto safety (CDL Certifications) | _____ | _____ |
| L Proper MDOT Roadway procedures | _____ | _____ |
| M Proper trenching/excavation standards | _____ | _____ |
| N Preventative maintenance program | _____ | _____ |
| O Process safety mgmt of hazardous chemicals | _____ | _____ |

I attest that the above responses are true to the best of my knowledge.

Contractor or Representative

Title

Date