

Request for Proposals

Ash Removal and Treatment

Date Issued: December 19, 2016

PURPOSE

The Urban Forestry Consortium is making a request for proposal (RFP) to qualified firms to provide for tree removal and tree treatment of selected ash trees in the consortium cities. Consortium cities participating in this RFP include Clayton, Frontenac, Manchester, and Wildwood.

IMPORTANT DATES

Pre-Bid Meeting: January 9, 2017

Proposal Deadline: January 20, 2017 (noon)

BACKGROUND

The invasive and destructive pest, Emerald Ash Borer (EAB), *Agrilus planipennis* Fairmaire, has been confirmed by the Missouri Department of Conservation to be active in St. Louis County. This flat headed boring insect feeds on the inner bark of ash trees, disrupting their ability to transport water and nutrients which eventually kills the tree. EAB will attack all ash species regardless of their health. Cities are already beginning to see ash mortality with a peak impact expected within three (3) to five (5) years. By 2026 all untreated ash trees in the urban landscape will likely be dead.

In response, the consortium cities in this cooperative contract have chosen to strategically remove and treat ash trees in parks and along streets. This proactive approach will: 1) stabilize tree management budgets to avoid huge cost spikes at peak EAB impact, 2) ensure public safety by systematically removing dead/dying trees, 3) protect ash trees that offer great public benefits, and 4) allow for new trees to be planted and begin replacing lost canopy cover.

Due to the similar need for services across the region, the participating municipalities have combined to form this cooperative purchasing contract under the Urban Forestry Consortium. The intent of the collaboration is to leverage the economy of scale to secure high quality service for a competitive price. Because EAB management will be an on-going issue, this contract will have an optional extension for three (3) additional one (1) year terms. Additionally, citizens will be struggling to manage their private trees, therefore, this RFP encourages Contractors to extend discounted pricing to residents.

SCOPE OF SERVICES

The successful Contractor will be responsible for providing the personnel and equipment needed to meet the project requirements and terms as specified in this document.

The work may consist of tree removal, stump removal and tree treatment at various locations throughout the consortium cities. Work locations will be on the public right-of-way (ROW) to include, but not limited to, tree lawns (street trees between sidewalk and curb), parks, and median islands. The successful Contractor will be provided with locations of all designated tree removals and treatments, as

well as the tree's DBH (diameter at breast height). Each public agency will denote trees designated for removal by marking a single green fluorescent circular mark on the street-facing side of the trunk at waist height. Trees designated for treatment will be marked with a purple circular mark on the street-facing side of the trunk, at the base of the tree. Contractor will coordinate with the Urban Forestry Consortium to ensure all trees are marked properly in time for work to be performed. No trees shall be treated or removed without appropriate marking.

Approximate numbers of trees to be removed and treated in each city are listed on Attachment A: Bid Summary. Proposals shall include a per/diameter inch price for trees to be removed, stumps to be removed, and treatment to be injected. An estimated total number of trees in each category is provided on the bid sheet. Contractor shall consider the following specifications:

Jobsite Management:

An ISA (International Society of Arboriculture) - Certified Arborist must be present and available at all times during tree removals and treatments. This individual shall be in full charge of the work and have full authority for making decisions involving the contracted work. The assigned ISA-Certified Arborist shall not be removed or replaced without the consent of the contract representative and city representative who maintain ultimate authority over the project. Proof of arborist certification must be submitted with this RFP.

Tree Removal Requirements:

1. Service period: Tree removals may be performed any time within the contract timeline, however some consortium cities may require specific deadlines.
2. All work shall be performed within the acceptable work hours of each consortium city. Typical work hours: weekdays between 7:00 am and 9:00 pm.
3. When overhead utilities are present, Contractor is responsible for notifying appropriate utility company and will make necessary arrangements to ensure safety.
4. Disposal of Material: Contractor shall legally dispose of all waste material generated from the removal of trees. Contractor shall provide a report listing dump location and cubic yards of material disposed of.

Note: All trees listed for removal can be accessed with traditional tree care equipment.

Stump Removal Requirements:

1. The Contractor shall have all stump locations surveyed for underground utilities prior to stump grinding.
2. The stumps shall be ground to a minimum depth of 18 inches and minimum width of 18 inches past the edge of the stump at ground level.
3. All surface roots shall be removed.
4. No damage is allowed to the lawn further than six (6) inches from any removed surface root.
5. Contractor will be responsible for the repair of any ruts or other damage that might be caused during the execution of this contract.
6. Ground wood chips shall be left at a height no greater than three (3) inches.

Tree Treatment Requirements:

1. Service Period: Treatments shall be completed based on optimum conditions for maximum treatment effectiveness; target treatment timing is after trees leaf out in spring but before EAB eggs have hatched. Anticipated treatment schedule is May 1 - June 30, 2017.
2. Regulation Compliance: The Contractor shall be responsible for complying with all local, state and federal regulations.
3. Applicator Certification: All applicators shall be certified pesticide applicators with the Missouri Department of Agriculture in category 3A (Ornamental). Proof of certification for each applicator must be submitted with this RFP.
4. Subcontractors: The use of subcontractors is discouraged. Any subcontractors must be preapproved.
5. Pesticide Formulations and Delivery Equipment Specifications:
(option 1) The insecticide prescribed for treatment shall be Tree-Age, a micro-encapsulated liquid formulation of 4% Emamectin Benzoate specifically labeled for the treatment of EAB (*Agrilus planipennis*) in ash trees (*Fraxinus spp.*); no substitute or equal will be allowed. The Contractor shall use one-way valve type plugs which are able to be set in the sapwood. The plugs shall not exceed 3/8" diameter, contain no metal parts, and not be threaded into the hole. Drill bits to drill the holes shall be in new condition and sharp. The Contractor shall be responsible for the acquisition of the insecticide and application equipment and administer treatments in accordance to the label. The Contractor shall provide copies of the pesticide label and SDS at least 15 days prior to the start of work.

(option 2) The insecticide prescribed for treatment shall be TreeAzin, a micro-encapsulated liquid formula made from 5% Azadirachtin, or neem tree seed extract, specifically labeled for the treatment of EAB (*Agrilus planipennis*) in ash trees (*Fraxinus spp.*); no substitute or equal will be allowed. The Contractor shall use one-way valve type plugs which are able to be set in the sapwood. The plugs shall not exceed 3/8" diameter, contain no metal parts, and not be threaded into the hole. Drill bits to drill the holes shall be in new condition and sharp. The Contractor shall be responsible for the acquisition of the insecticide and application equipment and administer treatments in accordance to the label.

Duty to inform:

It shall be the Contractor's duty to inform the contract representative of any tree related issues identified by contractor while performing the services outlined in this agreement that could cause harm or injury to people or property. It shall also be the Contractor's duty to inform the contract representative of trees that are found to be unsuitable for tree injections for any reason. However, contractor will have no duty or obligation to inspect, seek out, or identify trees that could cause harm or injury.

Communications:

It shall be the Contractor's responsibility to communicate all important project issues and questions with the contract representative. Specifically, the Contractor shall:

1. Provide contract representative a detailed schedule of work, including specific dates planned for each participating community.
2. Notify contract representative of any work stoppage for any reason, including weather, material delays, etc.

3. Post No Parking Signage 24 hours in advance of work when appropriate. Signs will be provided by cities and include space for appropriate time table details.

Contractors shall be responsible for informing adjacent property owners of expected work by delivering a brief informational notice on the front door. A template will be provided.

GENERAL INFORMATION

Contract:

The successful Contractor will be required to enter into a standard form services contract, subject to modifications with each consortium city. The contract will be modified to incorporate the terms of this RFP and any pertinent documents included with the selected Contractor's accepted and approved proposal.

The contract representative reserves the right to terminate the relationship with the successful Contractor if the required documents are not submitted to and approved within 30 business days of receiving notice of the contract award.

Participating cities will have the ability to extend contract for up to three (3) years.

Should the Contractor neglect, refuse, or fail to complete the work under the contract in accordance with the specified requirements, the Contractor may be liable for consequential damages resulting directly from their negligent acts.

Proposal Price:

The submitted proposal should include unit price (for each DBH class) for public tree removals, stump removals, and treatments. The diameter of the tree will be measured at 4.5-feet from ground (DBH or Diameter at Breast Height). Attachment A, Bid Summary Sheet, lists the estimated trees in each city to be removed and treated. Additional requests may develop as needed.

Participating cities are tax exempt. Successful bidder will receive tax exempt forms for each.

Residential Price Option:

The successful Contractor will agree to extend price per diameter inch to residents of participating cities who are interested in treatments. Residents will be responsible for contacting the Contractor to make all necessary arrangements for individual treatment needs. Residents will work directly with the Contractor for payment for services. Contractor will consider residential tree removal discounts for citizens within the contract boundaries.

A private property surcharge may be applied to accommodate the Contractor's added administrative burden and possible access challenges. Contractor may specify timeline for residential price option availability. Contractor will define the specific process for extending the cooperative contract prices to private residence in the Bid Summary, Attachment A.

Incurred Costs:

No participating governments nor the contract administrator will be liable in any way for any costs incurred by the respondents in replying to this RFP.

Confidentiality:

After award of the contract, all responses, documents, and materials submitted by the Contractor pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the participating communities. Based upon the public nature of these RFP's, a Contractor must inform the contract administrator, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to the Missouri Sunshine Law.

Compliance with the Laws:

The Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments, which may in any manner affect the preparation of proposals or the performance of the Contract. Contractors shall make all necessary applications for a federal employer identification number, state sales tax number, and a payroll tax number; and file all tax returns as required by law.

Contractor hereby agrees that it will comply with all requirements of the Missouri Human Rights Act. Contractor hereby agrees that it will comply with all requirements of the Missouri Occupational Safety and Health Administration.

All State and municipal permits and licensing (i.e. right-of-way permit) must be in place prior to initiating any contract work.

Insurance and Bond Requirements

Contractor shall produce and maintain for the term of the contract, and any extensions thereof, the various insurance coverage required by the State of Missouri including minimum required amount of \$3,000,000 for:

1. Professional Liability Insurance
2. General Liability Insurance
3. Workers Compensation Insurance

All public agencies participating in this contract shall be listed as additional insurers for the operations of contractor under this agreement. Contractor will also be required to provide a 100% Performance and Payment Bond.

Indemnification

The selected Contractor shall indemnify and hold harmless consortium cities, the Urban Forestry Consortium members and managers, any trustees, officers, directors, agents, employees, representatives, and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liability of any character incurred due to the alleged negligence of the Contractor, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, negligence or misconduct of said Contractor, its officers, agents, and/or employees arising out of, or in performance of any of the provisions of the Contract Documents, including any claims or amounts recovered for any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act: or any other law, ordinance, order or deed. In connection with any such claims, lawsuits, actions or liabilities, the consortium cities, the Urban Forestry Consortium members and managers, any trustees, officers, directors, agents, employees, representatives, and assigns shall have the right, at their cost, to defense counsel of their

choice. The Contractor shall be solely liable for all costs arising out of such claims, lawsuits, actions, or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the participating cities and any other indemnified party. Any city or other indemnified party, in its or their sole discretion, shall have the option, at their expense, of being represented by its or their own counsel.

Pre-Bid Meeting

All interested contractors are encouraged to send at least one representative to the pre-bid meeting scheduled from 1pm - 3pm on Monday, January 9, 2017 at Clayton City Hall. The purpose of this meeting is to review the expectations of this RFP. All questions will be addressed at this time. Any RFP addendums needed to clarify the intent and/or further explain the requirements of this RFP will be generated from the pre-bid meeting dialog. Any RFP updates will be shared with the participating contractors.

Evaluation of Proposals:

The Urban Forestry Consortium will host a public bid opening. Following the bid opening, the consortium cities will hold an evaluation meeting to select a Contractor. Proposals will be evaluated based on price, vendor's qualifications, vendor's capacity, and additional factors deemed relevant. The government agencies have the sole discretion to choose a Contractor; cities retain the right to refuse any and all proposals.

Negotiations:

The consortium cities, through the Urban Forestry Consortium, retain the right to negotiate specifications, terms, and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The Consortium may require the entire proposal, or portions thereof, be made an integral part of the resulting contract. This implies that all responses, supplemental, and other submissions provided by the vendor during discussions or negotiations will be held by the Consortium as contractually binding on the successful vendor.

Award:

Award of contract is subject to approval by all participating government agencies. After the participating cities select the preferred contractor, individual cities may need to secure final approval through City Council or other governing groups. The award will be made within sixty (60) days after the date of the proposal opening, or any mutually agreed extension thereof.

If, through the approval process, there are significant changes to the work specifications or number of participating cities, the selected Contractor will have an option to decline the contract award.

CONTENT OF PROPOSAL:

To be considered for this project, all required elements must be submitted with the RFP. Required elements include:

1. All bids must be good for ninety (90) days after bid opening.
2. All proposals shall be based on one-year contract and all prices shall remain constant for the term of the contract.
3. Each bidder shall furnish copies of the following:
 - a. Complete Bid Summary Sheet that includes the following (attached)
 - i. Tree Removal price per diameter inch
 - ii. Stump Removal price per diameter inch
 - iii. Tree treatment price per diameter inch
 - iv. A per-diameter-inch price for treatment on privately owned trees for use by residents in participating cities.
 - v. A tree removal solution for privately owned trees for use by residents in participating cities.
 - b. History of at least three (3) projects of equal or greater scale that have been performed in the past three years. Include name and phone number of contact person.
 - c. Missouri Department of Agriculture Commercial Pesticide Applicator License (copy)
 - d. ISA (International Society of Arboriculture)- Certified Arborist number(s)
 - e. Missouri Business License (copy)
 - f. Proof of license to do work in each consortium city, if applicable
 - g. Proof of insurance meeting the requirements listed in general information.

All proposals shall be submitted, as sealed bid, to: Clayton Public Works
Att: Gary Scheipeter, PWLF
10 North Bemiston Avenue
Clayton, MO 63105

Date and Time Due: 12:00pm, Friday, January 20, 2017
Number of copies required: One (1) original and three (3) copies – Four (4) total.
Any questions relative to the preparation of your proposal should be directed to:
Meridith Perkins, Urban Forestry Consortium Manager, (314)452-4268.

Bid Opening: 2:00pm, Friday, January 20, 2017 at Clayton City Hall.

Participating government agencies reserve the right to accept or reject any proposal for any reason. All proposals shall be evaluated for completeness, level of experience, qualification of Contractor and key personnel and the ability to meet the standards of service required by the Cooperative Agreement.

Final list of tree diameters and locations will be provided once a final proposal is accepted.

Attachment A: Bid Summary Sheet

Listed below are the estimated number of trees in each participating community scheduled for removal or treatment. Final numbers may increase in response to the diameter class unit cost.

City	Estimated Number of trees to be removed	Estimated Number of Stumps to be removed	Estimated Number of trees to be treated	Plan to promote price option to residents (Yes or No)
Clayton	71 Trees (1,285 caliper inches)	0	172 Trees (3,469 caliper inches)	Yes
Frontenac	10 Trees	10 Stumps	TBD*	Yes
Wildwood	75 Trees	75 Stumps	10 Trees	Yes
Manchester**	n/a	n/a	n/a	Yes
TOTAL	146 Trees	85 Stumps	182 Trees	

* The City of Frontenac will schedule treatments based on need and budget.

** The City of Manchester does not currently have ash tree removals or treatments scheduled, they would like to have the option to piggy back on the proposed prices as needed. They would also like to extend the negotiated treatment price to residents. Contractor may or may not agree to extend service pricing to the City of Manchester and its residents.

Contractor Information

Company Name:	
Company Address:	
Phone Number:	
Fax Number:	
E-mail Address:	
Date:	
Print Name and Title:	
Signature:	

Contractor enter bid price in table below.

DBH Size Class (inches)	Price per DBH class to Remove Tree	Price per DBH class to Remove Stump	Cost to Treat using Azadirachtin (TreeAzine)	Cost to Treat using Emamectin Benzoate (TREEage)
0 - 3				
3.1 - 6				
6.1 - 9				
9.1 - 12				
12.1 - 15				
15.1 - 18				
18.1 - 21				
21.1 - 24				
24.1 - 27				
>27				

Contractor will agree to extend diameter class price (above) for treatment to private residents in Clayton, Frontenac, and Wildwood. Select: **YES** or **NO**

Contractor agrees to extend diameter class price (above) for treatment to the City of Manchester and its private residents. Select: **YES** or **NO**

Contractor will work directly with residents to secure work agreements.

List any anticipated exceptions, surcharges, or special arrangements for private tree work.

Also indicate if a tree removal discount may be available for private residents in consortium cities.