

BID PROPOSAL
REFORESTATION PROJECT
FOR THE
VILLAGE OF FRANKFORT

I. Purpose of Proposal

The Village of Frankfort is making a request for proposal (RFP) to qualified firms to provide services to assist in the replacement of those trees removed due to Emerald Ash Borer infection located throughout the Village. The proposal is for supplying and planting the trees.

II. Background

On July 16, 2009, the Illinois Department of Agriculture (IDOA) confirmed the presence of Emerald Ash Borer (EAB) in Frankfort. The EAB, *Agrilus planipennis Fairmaire*, is an invasive beetle native to Asia that feeds on the cambium (inner bark) of Ash trees, disrupting the tree's ability to transport water and nutrients. Public Works staff, in conjunction with temporary seasonal workers, conducted a parkway tree inventory survey during the 2012 summer season. The survey found that Frankfort has approximately 9,200 parkway trees, of which approximately 3,400 are Ash trees (37% of the total parkway tree population).

In the fall of 2012, Village staff created a management plan outlining a course of action for reforestation of the EAB-infected areas. Immediate action at this time will be to remove and replace trees of "poor" condition. The Village's reforestation process will focus on creating a more diverse tree inventory. It is critical that the Village continues to pursue mixed species tree planting on parkways and provide proper species planting information to residents so as to mitigate the impact of extensive tree loss. Not every tree can be replaced due to several factors including under and above ground utilities and location of other private and parkway trees. The Village will continue to pursue tree planting in every possible available space as budget allows.

In an effort to continue implementation of the EAB Management Plan and maintain the quality and health of the tree population, the Village of Frankfort in the winter of **2017/18** removed over **585** Ash trees through an outside contractor. They are now seeking qualified firms to provide bids for the supply and/or installation of trees to replace those removed.

III. Scope of Services/Specifications

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

The installation work will consist of tree installation at various locations throughout the Village of Frankfort. Work locations may include, but not be limited to, parkways (between the sidewalk and curb in front of a residence or public property), parks, and median islands.

SPECIFICATIONS FOR INSTALLATION OF TREES:

Layout of Work:

Village Staff (Staff) shall provide Contractor with a planting plan after Village Board awards Contract that indicates locations for installation of trees. Staff will stake planting locations.

Installation

Plant pits for trees, shall be twice the diameter of the root ball to facilitate proper root growth. Depth of pit shall be so that the root ball rests on firm native soil at the bottom of the pit. Any deviation in planting pit size must be approved by Staff in writing prior to installation.

In any case where an auger type apparatus is utilized to excavate any plant pit, the Contractor shall scarify the sides of the plant pit sufficiently to eliminate any glazing of the soil due to the use of an auger.

In any case where a backhoe or similar apparatus is utilized to excavate any plant pit, the Contractor shall break all large clods of soil from excavation into smaller bits no larger than two-inch size prior to backfilling.

Unless otherwise specified, all excess excavated clay and soil shall be removed from the planting area at Contractors expense.

Normal and reasonable care shall be given to each plant during planting so as not to damage any limbs or trunk, or break the root ball. Any trees so mishandled and damaged shall be replaced immediately with identically specified material at the expense of the Contractor.

All trees shall be placed at a depth so that the trunk flare remains 1-2 inches above the natural surrounding finished grade. Excess soil shall be removed from the top of the root ball to properly identify the natural trunk flare. Adventitious roots growing above the trunk flare and potential girdling roots shall be properly pruned. Care shall be given to each tree to avoid damaging the trunk.

Contractor shall backfill trees with the native topsoil from the excavation. Backfill shall be placed around the root system. Set tree plumb and brace rigidly in position until the planting soil has been tamped solidly around the ball and roots. Periodically during backfilling, thoroughly tamp backfill to eliminate air pockets and reduce future settling.

All trees should have a ring, 2-5 inches above surrounding grade, installed at a diameter approximately twice the root ball diameter to facilitate watering.

All tags and ropes shall be removed and disposed of from each plant after planting.

Mulching:

Contractor shall mulch all newly installed individual trees.

Watering of Trees:

If trees cannot be installed on the day of delivery, Contractor shall be responsible for successive watering, as required until trees are installed, to maintain adequate soil moisture around the root ball of each plant.

Types of Trees to be Planted/Supplied

Contractors shall provide trees to be planted from the *Bid Summary Sheet*. **The Village reserves the right to tag the trees from the supplier.** Any trees not deemed an acceptable tree will be required to be replaced by contractor. Like substitutes will be considered. All trees shall be of a 2.5 inch caliper or greater as proposed in bid. The caliper of the trunk shall be measured six inches above the ground.

Warranty

Contractor shall warranty trees for survival for one (1) year from planting date.

IV. General Provisions

CONTRACT

The successful Proposer will be required to enter into a standard form services contract, subject to modifications with the Village of Frankfort and to submit all necessary insurance certificates within ten (10) business days of receiving notice that it has been awarded the contract (hereinafter referred to as the "Contract"). The contract(s) will be modified to incorporate the terms of this RFP and any pertinent documents included with the selected Contractors accepted and approved proposal. The Village reserves the right

to terminate the relationship with the successful Proposer if the required documents are not submitted to and approved by the Village within ten (10) business days of receiving notice of the award of the contract. The Proposer shall also include a copy of their standard contract terms and conditions for review of the Village with the RFP or they will not be considered or utilized in the contract process. **All tree plantings to be completed by Friday, June 22rd, 2018. Any deviation from this schedule must be approved by the Village of Frankfort.**

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

PROPOSAL PRICE

All proposals will include the totals for supply and planting on the bid sheet for the 2017 season.

INCURRED COSTS

The Village of Frankfort will not 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 Proposer 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 Village of Frankfort. Based upon the public nature of these RFP's, a Proposer must inform the Village, in writing, of the exact materials in the offer, which it claims, are exempt from disclosure pursuant to the Illinois Freedom of Information Act.

ASSIGNMENT

Successful Proposer shall not assign the work of this Project without the prior written approval of the Village.

COMPLIANCE WITH LAWS

The Proposer shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and Village governments, which may in any manner affect the preparation of proposals or the performance of the Contract. Proposer 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.

Proposer hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The Contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed.

INSURANCE REQUIREMENTS

Proposer shall produce and maintain for the term of the contract, and any renewals or extensions thereof, the various insurance coverage requirements as required for all contractors licensed and registered with the Village of Frankfort Building Department. Proposers are required to be licensed and registered as a general contractor with the Village of Frankfort. Through licensing and registration, Proposer is confirming its knowledge and acceptance of all Village of Frankfort insurance requirements. The Village's Contractors Registration Guidelines are attached to this document.

Certified copies of policies evidencing required insurance coverage and all certificates of insurance in connection therewith shall be furnished to the Village at its request prior to commencement of any work. All such policies shall name the Village as an additional insured and shall provide that the policy may not be terminated or canceled without at least thirty (30) days advance written notice to the Village, or, except upon prior written approval of the Village, materially changed.

INDEMNIFICATION

The selected Proposer shall indemnify and hold harmless the Village of Frankfort, its trustees, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liability of any character, incurred due to the alleged negligence of the Proposer, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or

omission, neglect or misconduct of said Proposer, 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 decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Proposer shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Proposer 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 Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Proposer shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

EVALUATION OF PROPOSALS

The Village of Frankfort will evaluate proposals based on prices, vendor's qualifications, and additional factors deemed relevant. **The Village retains the right to refuse any and all proposals.**

NEGOTIATIONS

The Village of Frankfort reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The Village may require the entire proposal 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 Village as contractually binding on the successful vendor.

AWARD

Award of the contract is subject to Village of Frankfort Board approval. The Village award will be made within thirty (30) days after the date of the proposal opening, or any mutually agreed extension thereof.

IV. **Submission Requirements**

All proposals are to contain the following information:

- Proof of Worker's Compensation and Employers Liability Insurance
- Proof of current licensing and registration with the Village of Frankfort (guidelines attached; Must be registered as a general contractor)
- Completed **Bid Summary Sheet** that includes the following (attached):
 - o Total Price, based on **585** trees supplied and installed
- History of five (5) projects of equal or greater scale that have been performed in the past three years. Include name and phone number of contact person.

All proposals shall be submitted to:

Terry Kestel
Village of Frankfort
432 W. Nebraska Street
Frankfort, IL 60423

Date and time due: **February 2, 2018 10:00 A.M.**

Number of copies required: One (1) original

At this time, bids will be opened and read aloud. Award of Contract will be made at a later date after Village review of Contract accuracy.

The Village of Frankfort reserves the right to waive technicalities or irregularities and 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 Village of Frankfort. Any questions relative to the preparation of your proposal should be directed to Terry Kestel, (815) 469-2177.

Village of Frankfort Tree Replacement Bid Summary Sheet Pricing Includes Tree and Installation

Botanical Name	Common Name	Number of Trees to be Planted	Total Price 2018 Season
			2.5 inch
Acer Freemanii	Autumn Blaze Maple	30	
Acer plantanoides	Deborah Norway Maple	30	
Celtis Occidentalis	Hackberry	30	
Ginko Biloba (male only)	Maidenhair Tree	30	
Gleditsia triancanthos inermis var.	Thornless Honeylocust	30	
Gymnocladus dioicus	Kentucky Coffeetree	20	
Ostrya/Vriginiana	Ironwood	20	
Plantanus acerifolia or occidentalis	London Planetree, Sycamore	30	
Pyrus calleryana "Chanticleer"	Chanticleer Pear	20	
Quercus Alba	White Oak	30	
Quercus bicolor	Swamp White Oak	40	
Quercus ellipsoidal	Hill's Oak	20	
Quercus Imbricaria	Shingle Oak	20	
Quercus rubra	Red Oak	30	
Quercus velutina	Black Oak	20	
Syringa reticulate	Japanese Tree Lilac	20	
Tilia americana	American Linden	50	
Tilia cordata var.	Littleleaf Linden	30	
Tilia euchlora "Redmond"	Redmond Linden	25	
Tilia tomentosa	Sterling Silver Linden	20	
Ulmus var	Elm (newer hybrids)	40	
TOTAL		585	