



REQUEST FOR PROPOSALS

2024

TREE STUMP GRINDING AND RESTORATION

Prepared by:
City of Beloit
Department of Public Works
2351 Springbrook Court
Beloit, WI 53511

Attention: Mike Ferger, Parks & Forestry Supervisor

INVITATION
REQUEST FOR PROPOSAL

The City of Beloit will receive sealed written proposals for TREE STUMP GRINDING AND RESTORATION until 12:00 pm/noon local time on Wednesday, September 25, 2024 at Department of Public Works located at 2351 Springbrook Ct., Beloit, Wisconsin, 53511, in accordance with the specifications included in this proposal packet. The Proposal Packets may also be picked up at the Public Works Office.

Questions can be submitted by email to Mike Ferger, Parks & Forestry Supervisor at fergerm@beloitwi.gov no later than Friday, September 20, 2024. All questions will be reviewed and responded to by email by Monday, September 23, 2024.

All proposals **must** be submitted with all required forms and information in a fully **sealed envelope with the sealed outer envelope plainly marked as “2024 TREE STUMP GRINDING AND RESTORATION”** and are due prior to the time and date for submission of proposals indicated in this invitation, or prior to any extension thereof, issued to the proposers. Improperly marked proposals and proposals received after 12:00 pm/noon local time Wednesday, September 25, 2024 will not be considered; any proposal received improperly will be rejected. No proposal shall be withdrawn for a period of ninety (90) days after the scheduled due date for receipt of proposals without the consent of the City of Beloit

Address all proposals as follows:

2024 TREE STUMP GRINDING AND RESTORATION
Attention: Mike Ferger, Parks & Forestry Supervisor
City of Beloit
2351 Springbrook Ct
Beloit, Wisconsin 53511

The City of Beloit reserves the right to reject any or all proposals and to waive any informality, and to make the award in such a manner deemed right and proper for the best interest of the City.

SCOPE OF SERVICES SUMMARY (BASE PROPOSAL)

The City of Beloit (hereinafter “City”) is seeking proposals from a qualified firm (hereinafter “Contractor” or “Proposer”) to furnish labor, equipment, and materials necessary to complete the TREE STUMP GRINDING AND RESTORATION as specified herein.

All proposals must comply with the terms and conditions set forth in this Request for Proposal (RFP) and must contain all executed Proposal Forms specified in this section, including:

- Statement of Qualifications
- City of Beloit Proposal Application Form, Completed by Contractor
- Proposal Narrative
- Certificate of Insurance (to be provided only by selected **Contractor** after notification by the City)

The instructions contained herein must be followed for the Proposal to be considered responsive to this RFP. If any of the submittal requirements are omitted or any exceptions to the contractual terms and conditions are taken, then the Proposal shall be deemed nonresponsive. The City reserves the right to reject a Proposal if it is not in compliance with the required format.

SECTION I - STANDARDS

1. Safety Standards

- **Personal Protective Equipment (PPE):** Operators should wear appropriate PPE, including safety goggles, ear protection, gloves, high-visibility clothing, and steel-toed boots.
- **Equipment Safety:** Stump grinders must be inspected and maintained regularly to ensure they are in proper working condition. Safety guards and emergency stop mechanisms should be functional.
- **Site Safety:** The area should be cleared of debris, and the work zone should be marked and secured to prevent unauthorized access.

2. Operational Standards

- **Assessment:** Evaluate the site for hazards such as underground utilities, rocks, or debris that could affect grinding operations.
- **Depth of Grinding:** Stumps should be ground down to a specified depth below ground level, typically between 6 to 12 inches, to ensure proper restoration of the area.
- **Equipment Handling:** Operators should be trained and experienced in handling stump grinders. They should follow manufacturer guidelines for operation.

3. Environmental Standards

- **Debris Management:** Proper disposal or recycling of wood chips and stump debris is essential.
- **Soil and Site Restoration:** After grinding, the hole should be filled with topsoil, and the area should be graded to match the surrounding landscape.
- **Replanting:** Replanting grass should be done to restore the site’s aesthetic and prevent erosion.

4. Regulatory Compliance

- **Utility Marking:** Before grinding, verify the location of underground utilities through local utility marking services (e.g., calling 811 in the United States).

5. Customer Communication

- **Aftercare Instructions:** Give clients instructions for aftercare, such as watering newly planted grass.

6. Best Practices

- **Documentation:** Keep records of each job, including site assessments.

SECTION II - RESTORATION MATERIALS

1. Topsoil

- **Purpose:** Used to fill the hole left after grinding the stump and to provide a base for planting new vegetation.
- **Characteristics:** Should be of good quality, free from contaminants, and suitable for growing grass.

2. Grass Seed

- **Purpose:** Used for replanting grass in the restored area.
- **Characteristics:** Seed used for SEED LAWN RESTORATION shall be a seed mixture meeting the requirements for seed mixture No. 40 in section 630 of the HIGHWAY SPECIFICATIONS.

3. Straw/Hay

- **Purpose:** To retain moisture and to protect newly planted seeds.

SECTION III - Restoration Process Using These Materials

1. Clean Up Debris: Remove any wood chips or debris from the grinding process.
2. Fill the Hole: Use topsoil to fill the hole left by the removal of the stump. Compact the soil lightly to avoid settling.
3. Level the Area: Ensure the filled area is level with the surrounding ground.
4. Plant Grass Seed: Spread grass seed evenly over the area and lightly rake it into the soil.
5. Straw/Hay: Apply straw/hay lightly to the restored area.

SECTION IV - SCHEDULE

1. The **Contractor** shall immediately notify the Parks/Forestry Supervisor or designee of any irregularities or deficiencies and their schedule to the TREE STUMP GRINDING AND RESTORATION.

SECTION V - AWARD

A. Method of Award

1. The award will be determined by a scoring rubric evaluating price, quality, and experience. The contract will not be awarded upon the basis of price alone.

Statement of Qualifications. A Proposal will be rejected unless the Proposer shows satisfactory evidence that the **Proposer** has been regularly engaged in the type(s) of service for which the proposal is submitted,

and that the **Proposer** is fully prepared with the necessary capital, manpower, equipment, and facilities to conduct the work. In order to demonstrate this, a Statement of Qualifications must be developed and submitted as one of the components of the Proposal.

The Statement of Qualifications need not be elaborate, but must be clear, concise and contain sufficient details for proper evaluation. It should be distinguished from the other components of the Proposal, and should contain the following separately identified items of information:

- Identification (Name of Company)
- Experience
- References (Municipal preferred) include name, phone and email address
- Other qualifications

Proposal Form. The Proposer must use the City of Beloit Proposal Form enclosed in this packet to submit their proposal. The *Proposal Form* must be signed by a Principal of the Company, and, if submitted by a corporation, it must bear the corporate seal.

Proposal Narrative. The Proposer must use the format below to develop their required Proposal Narrative. The *Proposal Narrative* must include the following components:

1. **Project Organization and Operating Plan.** The Project Organization Plan provided by **Proposer(s)** shall contain an overall initial plan for providing the service(s). Further aspects of the Project Organization Plan should include: the organization's structure for all aspects of the service(s) including any subcontractor to be provided, time line for specific tasks, identification and background of the key personnel assigned to specific tasks, Traffic Control Plan and budget breakdown for the work.

The operating plan should include methods used to provide the service(s), policies and procedures, equipment utilization, and staffing supervision.

Equipment List. In the Proposal Narrative the **Proposer** shall provide a list of all frontline and backup mobile equipment to be used in providing the service(s), including the quantity, description, condition and age of specific items related to service proposal.

2. **Other Components.** The **Proposer** may provide any other information in the Proposal Narrative which it believes is essential to perform the service(s) being provided for in this RFP.

INSURANCE.

A. Contractor shall not commence work under this Agreement until it has obtained the insurance required herein. All coverages shall be with insurance carriers licensed and admitted to do business in the State of Wisconsin. All coverages shall be with carriers acceptable to the City. A minimum AM Best Rating of A-VII is required.

B. It is hereby understood and agreed that the insurance required by the City is primary coverage and that any insurance or self-insurance maintained by the City, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss.

C. *Worker's Compensation and Employers Liability Minimum Requirements as required by Statute.* Contractor shall cover or insure under applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee.

D. *Liability Insurance.* Contractor shall procure and maintain during the life of this Agreement the following Commercial General Liability Insurance and Automobile Liability insurances:

(1) GENERAL LIABILITY COVERAGE

- a. Commercial General Liability
 - i. \$2,000,000 general aggregate
 - ii. \$1,000,000 products - completed operations aggregate
 - iii. \$1,000,000 personal injury and advertising injury
 - iv. \$2,000,000 each occurrence limit
- b. Claims made form of coverage is not acceptable.
- c. Insurance must include:
 - i. Premises and Operations Liability
 - ii. Blanket Contractual Liability including coverage for the joint negligence of the City, its officers, council members, agents, employees, authorized volunteers and the named insured
 - iii. Personal Injury
 - iv. Explosion, collapse and underground coverage
 - v. Products/Completed Operations
 - vi. Independent Contractors

(2) BUSINESS AUTOMOBILE COVERAGE

- i. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- ii. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

E. *Additional Insured.* Contractor shall name the City, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers as Additional Insured on the General Liability Coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether other available coverage is primary, contributing or excess.

F. *Waiver of Workers Compensation Subrogation.* The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City.

G. *Cancellation Notice.* All insurances required by this Agreement shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Ten (10) days for Non-Renewal shall be sent to: City of Beloit; Attn: Risk Management; 100 State Street; Beloit, WI 53511.

H. *Proof of Insurance Coverage.* Contractor shall provide to the City, at the time this Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City. If so requested, certified copies of any or all policies shall also be furnished. The Additional Insured Policy endorsement must accompany the Certificate of Insurance. A copy of the Certificate of Insurance must be on file with Risk Management. If no Certificates of Insurance and/or policies are provided to the City upon execution of this Agreement, the Agreement shall be null and void.

I. *Continuation of Coverage.* If any of the above coverage expires during the term of this Agreement, the Contractor shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

Right to Reject. The City reserves the right to award all or a portion of this Request for Proposals ("RFP") on a line-item basis to one or more bidders/proposers or the award may be made to the lowest/highest, responsible and best proposal total, whichever is in the best interest of the City. The City reserves the right to accept or reject any or all proposals and to accept any proposal deemed to be in the best interest of the City. In addition, the City reserves the right to reissue all or part of this RFP and/or not award any contract at its discretion and without penalty. The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or

format, that do not change the relative standing or otherwise prejudice other quoters/proposers, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the services. A nonmaterial variance in a bid/proposal does not give one bidder/proposer a competitive advantage or benefit not enjoyed by the others. A nonmaterial variance may be accepted as responsive, or at the direction of the City, may be rejected as non-responsive. In the event the City waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the bidder/proposer from full compliance with the specifications or other contract requirements if the bidder/proposer is awarded the contract.

Proposal Evaluation/Acceptance. The City will evaluate Proposals submitted in response to the RFP within ten (10) business days after proposal opening.

Notification. Written Notice to Award will be issued to the successful Contractor within twenty (20) business days after proposal opening. No work is to commence prior to the “Start Work” date under this RFP, nor shall any work proceed until notified in writing by the City.

Agreement for Services. The execution of the formal Contract for Purchase of Services (attached for reference) is contemplated to be within thirty (30) business days of the Proposal Due Date. The Contract shall be comprised of this RFP, the contents of the Proposal of the successful Contractor, and additional terms agreed to in writing by the City and Contractor. Failure of the successful Contractor to accept these terms as part of the Contractual arrangement may result in rejection of the proposal.

Agreement for Contract Extension or Modification.

Modification. Upon mutual written agreement of the City and the Contractor, the terms Agreement for Services may be modified, including but not limited to, changes in the number of tree stumps ground and restored in the calendar year of 2024 to match available funding.

Extension. An additional contract extension, upon mutual agreement of the Parties, may be granted for two (2) additional terms with fees to be negotiated between the two (2) parties.

Assignment/Subcontracting. Contractor shall not assign or subcontract any interest or obligation under the Proposal without the City’s prior written approval. All of the services in this Proposal shall be performed by the Contractor and its employees.

SECTION VI - GENERAL CONDITIONS

1. **Revision to RFP.** In the event that it becomes necessary to revise any of this RFP, an Addendum to this RFP will be posted on the City RFP and Public Notice webpage. The City reserves the right to change submissions date(s) or other requirements for any reason, including providing Addenda or Supplements to the RFP.
2. **Proposal Content.** Proposals must include the information outlined in this RFP. The City may reject as non-responsive at its sole discretion any submittal that does not provide complete and/or adequate responses or departs in any substantial way from providing the required information.
3. **Withdrawal of Submittal.** Proposers may withdraw a submittal, in writing, at any time up to the due date and time. The written withdrawal notice must be received by Mike Ferger. The notice must be signed by an authorized representative of the firm submitting the proposal.
4. **Obligation to Contract.** This RFP is only a solicitation for information. The City is not obligated to enter into a contract nor is it responsible for any costs associated with the preparation of proposals and interviews. Proposals received after the deadline will be disqualified from consideration.
5. **Interpretations of RFP.** It is the responsibility of all prospective proposers to carefully read this entire

RFP which contains provisions applicable to the successful completion and submission of a proposal. If you discover any ambiguity, inconsistency, error or omission in the RFP, you must notify the City in writing. Only interpretations or corrections of the RFP made in writing by the City are binding. You shall not rely upon any interpretation or corrections given by any other method.

6. Price. Upon submission of a proposal to the City the offer to perform contractual services may not be withdrawn by the Consultant for a period of 90 days to allow the City the opportunity to evaluate the proposals and to take official action.
7. Assignment or Subcontract. No part of the Contract shall be subcontracted without prior written consent of the City. The Consultant shall retain full responsibility for all work performed.
8. Written Contract Required. The City does not regard the submission of a proposal as the establishment of a contract. Once the City has selected a Contractor, it expects to enter into a Professional Services Contract (attached for reference) with the Contractor prior to the commencement of any work. The City reserves the right to negotiate the final terms and conditions of the contract to be executed. If the City and successful Contractor are unable to agree upon the terms of the Contract, the City reserves the right to discontinue negotiations, select another firm or reject proposals and reissue the RFP. Upon completion of negotiations agreeable to the City and proposer, a contract shall be executed no later than 30 days from the proposal due date.
9. Non-Discrimination. The City does not discriminate against individuals on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability, or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities. In connection with the performance of work under this Contract, the Consultant agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin, or ancestry. This provision must be included in all subcontracts.
10. Background. The City reserves the right to conduct a background inquiry of each proposer which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records the City deems necessary to conduct the inquiry.
11. Rights of Review. The City reserves the right to reject any or all proposals, to award the contract in whole or in part to one or many proposers, to request additional information from any or all proposers, or to waive any informalities or incomplete responses in any of the proposal as determined to be in the best interest of the City.

Cost Proposal

Provide cost proposal for stump grinding and restoration services per proposal application form. The cost should be expressed in terms of dollars per inch of diameter.

Budget Restrictions

The city reserves the right to modify the number of stumps to be ground based on available budget resources. The tree stump list for grinding is provided as the last pages of the RFP.

**ATTACHMENT A
STUMP GRINDING LIST**

QTY	HOUSE NUMBER	STREET	INCH DIAMETER
1	102	Adams St	56
1	916	Cleveland St	30
1	1018	Cleveland St	35
1	1117	Euclid Ave	28
1	2113	Euclid Ave (across from)	18
1	2113	Euclid Ave (across from)	18
1	1703	Euclid Ave on Cleveland St	27
1	1703	Euclid Ave on Cleveland St	37
1	1727	Forest Ave	26
1	1908	Forest Ave	61
1	1908	Forest Ave	38
1	1930	Forest Ave	26
1	2113	Forest Ave	27
1	2125	Forest Ave	52
1	2220	Forest Ave	42
1	1006	Grant St	15
1	1026	Grant St	28
1	716	Grant St in Alley	35
1	963	Grant St on Merrill St	16
1	620	Hackett St	26
1	1509	Highland Ave	31
1	905	Highland Ave NW Corner	25
1	1322	Jackson St	20
1	1332	Jackson St	10
1	1342	Jackson St	26
1	1712	Jackson St	19
1	1726	Jackson St	21
1	836	Johnson St	20
1	1016	Johnson St	24
1	1048	Johnson St B39:D58on Liberty Ave	22
1	728	Kenwood Ave	48
1	756	Kenwood Ave	24
1	535	Kenwood Ave	45
1	1702	Kenwood Ave on Cleveland St	54

1	220	McKinley Ave	18
1	1048	McKinley Ave Fire Station 3	21
1	2212	Mildred St on Bittel St	26
1	302	Moore St	32
1	622	Moore St	29
1	622	Moore St	25
1	622	Moore St	31
1	2150	Portland Ave on Bittel St	24
1	1723	Portland Ave on Johnson St	36
1	2045	Roosevelt Ave	18
1	2104	Roosevelt Ave	10
1	1541	Shirland Ave	18
1	1757	Shirland Ave - Water Pump Station	25
1	518	St. Lawrence Ave	30
1	1618	St. Lawrence Ave	22
1	1713	St. Lawrence Ave	26
1	1804	St. Lawrence Ave	19
1	502	St. Lawrence Ave on Oak St	16
1	854	Townline Ave	13
1	1008	Townline Ave	34
1	939	Vernon Ave	24
1	1339	Vernon Ave	25
1	1541	Vernon Ave	32
1	1544	Vernon Ave	26
1	1123	W. Grand	19
1	339	W. Grand Ave	21
1	905	W. Grand Ave	28
1	1330	W. Grand Ave	36
1	1516	W. Grand Ave	18
1	1707	W. Grand Ave	28
1	2149	W. Grand Ave on Bittel St	33
1	2149	W. Grand Ave on Bittel St	36
1	2149	W. Grand Ave on Bittel St	32
1	1558	W. Grand Ave on Cleveland St	32
1	1558	W. Grand Ave on Cleveland St	26
1	1157	W. Grand Ave on Moore St	26
TOTAL			1945



PROPOSAL APPLICATION FORM TREE STUMP GRINDING AND RESTORATION

The undersigned hereby agrees to furnish all labor, equipment, manpower and material in accordance with the plans and specifications for tree stump grinding and restoration for the prices listed below. Stump removal and restoration is per inch diameter.

Total stump inch diameter 1945 x Unit Cost: per inch of diameter \$[amount] _____ = \$ _____

CORPORATION BIDDING

Name of Corporation

Name of Person Submitting Proposal (Print)

Address

City, State, Zip Code

Primary Phone

Witness Name (Print)

Email Address

Witness Signature/Date

Authorized Signature/Date

or

INDIVIDUAL OR PARTNERSHIP

Name of Individual or Partnership

Name of Person Submitting Proposal (Print)

Address

City, State, Zip Code

Primary Phone

Witness Name (Print)

Email Address

Witness Signature/Date

Authorized Signature/Date

TREE STUMP GRINDING AND RESTORATION SCORING RUBIC

DATE: _____

PROPOSER NAME: _____

STAFF NAME: _____

Points will be awarded based upon the information provided within your proposal, and any supplemental information that you care to provide beyond the items as requested and/or required and stated within the RFP.			
1.	Statement of Qualifications	15	
2.	Proposal Narrative	35	
3.	Proposal Application Form	10	
4.	Total Unit Price	40	
TOTALS		100	