

Request for Proposals
for
Ash Tree Removals
City of Winterset, Iowa
Proposal Request No. 21-01

Section 1—Introduction and Instructions

1.01 Purpose of the RFP

This Request for Proposal (RFP) is issued by the City of Winterset (hereinafter referred to as the “City”). The purpose of this RFP is to provide for tree removal services in the City’s right-of-way (ROW) and city parks of select ash trees in the City. This is essential to the City’s ongoing effort to proactively manage the Emerald Ash Borer infestation, thereby minimizing the effects of future storm damage and ensuring the community has a healthy, sustainable urban tree canopy. The City plans to remove approximately 100 City owned trees in 2021.

1.02 Contact Person, Telephone, Fax Number, and Email

All questions regarding this RFP are required to be submitted in writing to Sky Smothers, Director of Parks and Recreation, ssmothers@cwmu.net. Answers to questions will be posted on the City’s website (www.cityofwinterset.org) in a timely manner. The deadline for RFP questions is **2 p.m. Central time, May 8, 2021**.

The Proposer, legal counsel, or anyone affiliated with the Proposer are prohibited from communicating or lobbying in any other manner about this project with any another city employee other than the one listed in section 1.02, elected official, or evaluation team member from the date of issuance of this RFP until the final selection unless authorized by the Director.

Any contact with City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify your proposal from this procurement.

Submittals shall be signed by a duly authorized official of the Proposer. Consortiums or joint ventures submitting proposals must establish that all contractual responsibility rests solely with one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team.

1.03 RFP Schedule of Events

This schedule of events represents the City’s best estimate of the schedule that will be followed for this RFP. If a component of this schedule such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- Approval of issues RFP: April 5, 2021
- RFP Issued: April 19, 2021
- Letter of Interest is due: April 28, 2021
- Deadline for Questions: May 8, 2021, 2pm
- Proposals Due: May 13, 2021, 2pm
- Review of Proposals: May 17 - 19, 2021
- Interviews (if needed): May 20 & 21, 2021
- RFP Notice of Conditional Award: May 25, 2021
- Contract Negotiations: May 25 – June 6, 2021
- Execute Contract: June 7, 2021

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Proposers must submit one (1) signed original hard copy (marked “Original”), one (1) Digital copy on a USB drive, and five (5) hard copies of the proposal in a sealed envelope or package to the City no later than **2 p.m., Central time, on Thursday, May 13, 2021**.

No proposals will be accepted after that time. Responses received after the stated time will be returned unopened and will not be considered.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the City before the deadline for receipt. Envelopes or packages must be addressed as follows:

City of Winterset Parks and Recreation
124 W. Court Ave
Ash Tree Removal RFP
Winterset, Iowa, 50273

Proposals must be received at City Hall no later than **2 p.m., Central time, on Thursday, May 13, 2021.**

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means.

Proposers assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. A Proposer's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

Excluding proprietary information, the successful firm's proposal and contract are deemed public records and shall be available to the public upon request. In addition, the City shall maintain a "Register of Proposals for this Contract" that shall contain the names of companies who submitted a proposal and the name of the company who was awarded the contract.

1.05 Submittal of Questions

Prospective Proposers are requested to submit any questions no later than **2 p.m. Central time, May 8, 2021**, to Sky Smothers, Director of Parks and Recreation, at ssmothers@cwmu.net. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City. The City reserves the right to include questions and responses in the form of written addendums, as it deems necessary.

1.06 Addendum

To ensure fair consideration for all Proposers, any interpretation made to prospective Proposers will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed Proposer. Such addendums, if issued, will be posted on the City's website at:

www.cityofwinterset.org

Please note, that it is the Proposer's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms, and/or conditions.

No addenda will be issued after 6 p.m., Monday, May 10, 2021.

1.07 Letter of Interest

Proposer's interested in receiving any notices related to this RFP may submit a Letter of Interest to Sky Smothers at ssmothers@cwmu.net with the name of their firm, contact person, mailing address, telephone number, and email address. The sole purpose of the Letter of Interest is to provide the City with a contact person to receive any notices, including amendments related to the RFP. The City should receive the **Letters of Interest from the Proposers by April 28, 2021**. Submission of a Letter of Interest is not a requirement for submitting a proposal to this RFP.

Section 2—Scope of Services

2.01 Background

The invasive and destructive pest, Emerald Ash Borer (EAB), *Agrilus planipennis Fairmaire*, has been confirmed by the State of Iowa to be active in Madison County and the City of Winterset. 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. All untreated ash trees in the urban landscape of the City will likely be dead in the next 3 to 5 years.

In response, the City has chosen to strategically remove ash trees along the public streets and parks. 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 ash trees, and 3) allow for new trees to be planted and begin replacing lost canopy cover.

Because EAB management will be an ongoing issue, this contract will have an optional extension for 2 (2) additional one (1) year terms.

2.02 Scope

The Proposer shall provide all management, supervision, labor, materials, and equipment necessary for efficient and effective removal of eligible trees from the City right-of-way (ROW) and city parks including streets, roads, and other maintained in-use public property and utility ROWs within the city.

The work will consist of tree removal at various locations throughout the city. Work locations will be on all street rights-of-way (ROW) to include, but not limited to, parking strip (street trees between sidewalk and curb) within the city limits of the city and within city parks.

All work shall be accomplished in a safe manner in accordance with City, state, federal, Occupational Safety and Health Administration (OSHA) standards, and any other applicable laws or regulations.

The successful Proposer will be provided with locations of all designated tree removals, as well as the tree's DBH (diameter at breast height). The City will denote trees designated for removal by marking a single blue "1" or corresponding mark of the last digit of the year of removal. The mark will be on the street-facing side of the trunk at DBH. An authorized city representative will assign all trees for removal and inspect all sites after removal. The Proposer will coordinate with the City to ensure all trees are marked properly in time for work to be performed. No trees shall be removed without appropriate markings or prior approval.

Approximate numbers of trees to be removed per year are listed on Attachment B: Bid Summary. Proposals shall include a per/diameter inch price for trees to be removed. The average DBH will be provided at the preproposal meeting.

Optional contract extensions for tree removals services for two (2) additional one (1) year terms is contingent upon City Council approval of continued ash tree removals and budgetary appropriations for such services.

2.03 Operating Experience/Minimum Qualifications

The Proposer must be an established firm in the business of urban tree removal. Upon request, during the proposal evaluation phase, the Proposer shall furnish to the City such additional information necessary to satisfy the City that the Proposer has the necessary experience, expertise, competent and qualified personnel, and adequate equipment to perform all requirements of the work in the event of an award. Failure to provide the requested information in sufficient form necessary to satisfy the City that the Proposer has the ability to perform the work will result in its proposal being rejected.

2.04 Job Site Management:

The successful proposer is recommended but not required to have an arborist's license.

When overhead utilities are present, an employee with successful proposers' firm with line clearance qualifications shall be present and available at all times during tree removals within 10 feet of overhead utilities. The Proposer is responsible for making the necessary arrangements to ensure safety.

2.05 Tree Removal Requirements

- A. Service period: Tree removals are prohibited on Sundays, unless otherwise instructed by Director of Parks and Recreation, or designee.
- B. No saws or power equipment shall be operated prior to 7 a.m., with all daily scheduled work completed prior to sunset, Monday through Saturday.
- C. It is intended that the cost per inch will cover the cost of removal of each tree to within two inches (2-inch stump) of the surrounding ground level.
- D. All removals should be completed by December 31, 2021

2.06 Duty to Inform

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

2.07 Communications

It shall be the Proposer's responsibility to communicate all important project issues and questions with the contact representative listed in section 1.02. Specifically, the Proposer shall:

- A. Provide contract representative with a detailed schedule of work. Proposer shall work in an orderly and systematic manner through the assigned area.
- B. Notify contract representative of any work stoppage for any reason, including weather, material delays, etc.
- C. Post no parking signage 24 hours in advance of work when appropriate.
- D. Proposers shall be responsible for informing abutting property owner and occupant of expected work by delivering a brief informational notice on the front door. A template will be provided.

2.08 Traffic Control

Streets will be clearly marked with signs stating there is tree work ahead.

The Proposer shall provide, erect, and maintain necessary barricades, lighting, danger signals, signs, and traffic control devices. The Proposer shall take all necessary precautions for the protection of the work and safety of the public. Barricades shall protect streets closed to traffic. Obstructions shall be illuminated during hours of darkness. Warning signs shall be provided to control and direct traffic.

Barricades, lighting, signs, signals, and other protective devices must conform to the Manual of Uniform Control Devices for Streets and Highways issued by the U.S. Department of Transportation.

2.09 Reporting

Upon contract award, the city will provide a tabulation of the location and DBH of the trees to be removed.

Upon commencement of the work, Proposer shall provide removal data to the City contract representative listed in Section 1.02 or his designee weekly until completion that data, at a minimum, shall include, at a minimum, the tree ID (provided by the City), address, and DBH and removal date (s).

Proposer shall report to the City contract representative listed in Section 1.02 or his designee any damages to hardscape or private property within two business days to the authorized city representative and property owner.

2.10 Licenses

Proposers shall be responsible for all licenses and permits that may be required by state and local governmental units. All bidders must provide such licenses and permits as required by the state or City.

2.11 Disposal of Material

All logs and wood chips will be disposed of in compliance with City, county, and state statutes. All ash wood, chipped or not chipped, will be hauled to destination chosen by proposer. The city does not have a designated disposal site. The successful proposer will inform the city of the sites they wish to dispose of the wood debris.

Tipping fees will be the sole responsibility of the proposer as applicable.

2.12 Circumference at DBH (Diameter Breast Height)

For each tree removed payment to Proposer shall be made based upon price per circumference inch at DBH as measured by the City and provided to Proposer pursuant to Section 2.09. In the event the actual circumference at DBH of a tree at the time of removal by Proposer deviates from the measurement taken by the City and provided to Proposer by greater than two inches (2") and in the event the Proposer desires an adjustment in compensation for such tree, Proposer shall notify the City contract representative listed in Section 1.02 prior to cutting down and removing such tree. In that event, the City will remeasure the circumference at DBH of such tree and determine whether an adjustment in compensation should be made. Any and all compensation adjustments pursuant to this provision are in the sole and absolute discretion of the City contract representative."

2.13 Tree Removal by Utilities

The Proposer shall use safety procedures and protective devices that will conform to OSHA standards.

- A. Proposer must have or be able to provide the personnel and equipment resources to handle all removals near energized distribution lines, transmission line, and conductors.
- B. Proposer must be able to provide line clearance trained supervisors, foreman, and trimmers.

2.14 Equipment

- A. The Proposer shall be responsible for providing all labor, equipment, materials, and supplies necessary for the completion of the services.
- B. Tree removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. All equipment shall be operated from the road, street, park or ROW using mechanized devices such as buckets and/or boom and grapple devices to collect and move debris. No equipment shall be operated outside of ROW unless approved by abutting property owner. City must be notified a week in advance when any work is to take place within a city park.
- C. Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs, one attached to each side. These signs shall be furnished by the Proposer. The signs shall contain the following information:
 - a. Company name.
 - b. Truck number.
- D. Equipment used under this contract shall be rubber-tired and sized properly to fit conditions.

2.15 Subcontractors

The Proposer may submit a subcontract plan including a clear description of the percentage of the work for which the Proposer may retain subcontractors contingent upon the City's preauthorization of such subcontractors. The preauthorization of subcontractors shall be in writing.

2.16 Other Services

- A. Included in the proposal, the Proposer will be required to provide a satisfactory work plan. The work plan shall include the personnel and equipment to be used and anticipated timeframe for the completion of contracted work. Work shall begin no later than July 1, 2021. Contract work is prohibited on Sunday.
- B. All removals shall be completed by December 31, 2021.
- C. The Proposer is responsible for contacting public utility companies if removal operations may possibly damage public utility facilities. The Proposer is specifically forbidden to do any disconnection work.
- D. Proposer shall note that a significant portion of the project will occur in residential areas. The Proposer shall use equipment and perform work in a manner to prevent damage to the City's infrastructure facilities and adjacent ROWs, including all landscaped areas. The Proposer should exercise due care to minimize damage to other trees, shrubs, landscaping, and general property. The Proposer shall repair all damages caused by the Proposer's equipment in a timely manner at no expense to the City. Proposer shall notify the City and property owner of any damages within two business days.
- E. The Proposer is responsible for obtaining permission for the use of adjoining properties, if necessary, for removal work.
- F. The Proposer is reminded that they are the City's representatives in the neighborhoods, and it is the Proposer's obligation to communicate with the citizens and act in a responsible and helpful manner. The Proposer is expected to be mindful of good public relations while in the neighborhoods.
- G. The Proposer will report to Winterset Parks and Recreation weekly to enable the authorized city representative to monitor removal operations.
- H. If trees have been removed by others, the Proposer shall report immediately to the authorized city representative.

Section 3—Proposal Format and Content

3.01 Financial Proposal

The financial proposal shall be submitted on the form included as Attachment B of this request for proposal document. The financial proposals shall be within the original copy of the proposal.

The pricing on all proposals shall be good for 120 days after the bid opening. All proposals shall be based on a one-year contract, with options to extend. The contract award will be limited to ash tree removals. All prices shall remain constant for the term of the contract awarded.

The total Circumference at DBH of the 89 trees that needs removed is 6,092 inches. The average circumference at DBH is 68.5 inches. Please refer to Attachment D for more details and complete listing of trees.

The proposal must explain, in detail, the components of the Proposer's bid price for the project. At a minimum, monthly invoicing is required upon the commencement of the contract work. Payments will be made following the verification of tree removals by the authorized city representative.

3.02 Nonfinancial Proposal

The submittal must contain the following information:

In order to provide each Proposer with an equal opportunity for consideration, adherence to a standardized proposal format is required.

Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on accuracy, completeness, and clarity of content.

All information requested in attachments A, B & C shall be filled out completely and submitted with signed proposals.

Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility that rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team. The Proposer's offer must be good for 120 days.

These elements parallel the basis of the City's proposal evaluation criteria. The City is not responsible for failure to locate, consider, and evaluate qualification factors presented outside of this format.

3.04 Invoicing and Payment

At a minimum, invoices shall be submitted on a monthly basis. To receive payment, Proposer shall submit an invoice to the City for the removal of trees. Payment will be based off of reporting requirements as noted in 2.09. Payment will be based on the unit pricing submitted by the Proposer in the Proposal Form (Attachment B). Invoices shall include, at a minimum, tree ID (provided by the City), address, and DBH, and the individual cost per tree. Proposer shall be responsible for charging appropriate taxes.

3.05 Termination of Contract

1. The City may, by written notice to the Proposer, terminate this agreement in whole or in part at any time, either for the City's convenience or for cause. Upon receipt of notice, the Proposer shall immediately discontinue all services affected, unless the notice directs otherwise.
2. This contract shall be terminated for cause if the Proposer defaults in the performance of any of the terms hereof including, but not limited to, unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause, or otherwise fails to cure any other deficiency identified by the City's authorized agent within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5 percent of said contract price.
3. In the event the contract is terminated prior to the completion of the contracted work, Proposer shall have one week to submit a final invoice for payment.

Section 4—Review of Proposals and Evaluation Criteria

4.01 Selection Criteria

Award shall be made to the responsible Proposer submitting the most responsive proposal which offers the greatest value to the City with regard to the criteria detailed and the specifications set forth herein.

Proposers are advised that the City intends to select the Proposer that the City determines is the most responsive and responsible and equipped to complete the removal of Ash trees during the calendar year.

Upon receipt of the proposals, an evaluation team will determine the best proposal deemed most qualified.

The evaluation team will rely on the information contained and presented in the proposals and the reference checks made. Selection criteria will be based on the following:

Evaluation Criteria (100-Point Potential Score)

The committee members will independently evaluate the proposals based on the following criteria and associated point values:

A. Financial Proposal	50
B. Expertise of the proposed project team and manager	10
C. Proposers Equipment	15
D. Project Approach and Operations Plan	25

Based on the committee members' evaluation of the proposals, a composite rating will be developed which indicates the committee's collective ranking of the highest rated proposals in descending order.

Upon review of the proposals, the City will score the proposals and may shortlist and interview the highest-ranking Proposers. Upon completion of the interviews, the highest-ranking Proposer will then be asked to enter into contract negotiations with the City. If an agreement cannot be reached with the highest ranked Proposer, the City will move to the next highest ranked Proposer. The same process will be repeated with the other ranked Proposers if no such agreement can be reached. The City reserves the right to not select a Proposer as part of this process if an agreement cannot be reached with the selected Proposers.

Section 5—Standard Proposal Information

5.01 Authorized Signature

An individual authorized to bind the Proposer to the provisions of the RFP must sign all proposals.

5.02 City Not Responsible for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

5.03 Conflict of Interest

Proposers must disclose any instances where the Proposer or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Proposer's proposal. The City's determination regarding any questions of conflict of interest is final.

5.04 Request for Proposal as Part of Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

5.05 Proposer's Certification

By signature on the proposal, the Proposer certifies that it complies with:

- The laws of the state of Iowa.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.
- A condition that the offer will remain open and valid for the period indicated in this solicitation and any condition that the Proposer and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City).

If any Proposer fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the proposer in default.

5.06 No Contact Policy

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify your proposal from this procurement.

5.07 Special Conditions

Special conditions include the following:

Proposers are expected to raise questions, exceptions, or additions they have concerning the RFP document. If a Proposer discovers significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, they should immediately notify the above-named individual of such error and request modification or clarification of the RFP document. Failure to complete or provide the information requested in this RFP may result in disqualification by reason of “nonresponsiveness.”

All information submitted in response to this RFP shall become the property of the City.

This RFP does not commit the City to procure or award a contract for the scope of work described herein. The City has sole discretion and reserves the right to reject any and all proposals received with respect to this RFP and to cancel the RFP at any time prior to entering into a formal agreement. The City also reserves the right to reasonably request additional information or clarification of information provided in the proposal without changing the terms of the RFP.

Proposers acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit), or liabilities incurred as a result of, or arising out of, submitting a proposal, negotiating changes to such proposal, or due to the City’s acceptance or nonacceptance of the proposal.

All Proposers are encouraged to independently verify the accuracy of any information provided. The use of any of this information in the preparation of a response to the RFP is at the sole risk of the Proposer.

The Proposer shall not collude in any manner or engage in any practices with any other Proposer(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the City to reject the Proposer’s submittal. This prohibition is not intended to preclude joint ventures or subcontracts.

The City reserves the right to:

1. Amend, modify, or withdraw this RFP.
2. Revise any requirements under this RFP.
3. Require supplemental statements of information from any responding party.
4. Extend the deadline for submission of responses hereto.
5. Negotiate or hold discussions with any Proposer to correct insufficient responses that do not completely conform to the instructions contained herein.
6. Waive any technicalities or irregularities with this RFP.
7. Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
8. Request additional information or clarification of information provided in the response without changing the terms of the RFP.
9. Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Proposer
10. Not award a contract as a part of, or result of, this RFP process.

The City may exercise the foregoing rights at any time without notice and without liability to any Proposer, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

5.08 Special Provisions

1. Compliance with Contract. The City will decide all questions, which may arise as to the quality, or acceptability of work performed, the manner of performance and the rate of progress of the work, the interpretation of the

requirements, request for proposal, successful Proposer's proposal and contract, as well as, acceptable fulfillment of the contract on the part of the successful Proposer.

2. **Public Information Requests.** Information, documentation, and other materials submitted under this proposal may be subject to public disclosure under various open records acts. The successful Proposer is hereby notified that the City strictly adheres to this open records requirement and the interpretations thereof rendered by presiding courts and tribunals. The successful Proposer shall be deemed to have knowledge of these laws and how to protect the legitimate interests of the City.
3. **Cost Reduction/Savings.** It is the City's intent that this request for proposal encourages maximum competition. Proposers are requested to identify in their proposal alternative approaches or methodologies, which if adopted, would reduce project costs and generate additional cost savings. Proposers also should identify any aspect of the specifications that contribute unnecessarily to increased project cost.
4. **Right to Audit.** During the term of any subsequent agreement, and for a period of four (4) years thereafter, the City or its duly authorized audit representative of the City, at reasonable times, reserves the right to incrementally audit the successful Proposer's records. In the event such an audit by the City reveals any errors/overpayments by the City, successful Proposer shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City at its option, reserves the right to deduct such amounts owing the City from any payments due the successful Proposer.

5.09 General Conditions

1. **Federal Tax ID Number:** Each bidder shall state its federal tax identification number on the line provided on the bid form. The City is required to report to IRS on Form 1099 all payments involving labor or services provided by vendors, and lack of this number may delay contract payments until the number is provided.
2. **Right to Protest:** Any bidder who is aggrieved in connection with the award of a contract may contact the Director of Parks and Recreation to discuss the basis for an award. Venue and jurisdiction for any appeals from the award decision are in the Iowa Circuit Court in Madison County. Such protests and appeals regarding the request for bids and bid proposals are governed by and must be construed in accordance with Iowa law.
3. **Civil Rights Requirements:** It is declared to be discrimination for the successful bidder, because of race, color, sex, creed, religion, ancestry, national origin, or disability, to fail or refuse to hire, to discharge an employee, or to accord adverse, unlawful, or unequal treatment to any person or employee with respect to application, hiring, training, apprenticeship, tenure, promotion, upgrading, compensation, layoff, discharge, or any term or condition of employment.

If the successful bidder is guilty of discrimination, this invitation for bid may be terminated in whole or in part by the City and the successful bidder shall be liable for any costs or expense incurred by the City in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the invitation for bid so terminated or canceled.

Should the City of Winterset find that the successful bidder has engaged in discrimination in connection with this invitation for bid and issue a cease-and-desist order with respect thereto, the City shall withhold up to 15 percent of the contract price until the successful bidder has been adjudicated not guilty of such discrimination.

The successful bidder will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the City of Winterset, its agencies or representatives, to ascertain compliance with the above provisions.

This section shall be binding on all subcontractors or suppliers.

4. Indemnification:

To the fullest extent permitted by law, the Proposer, its subcontractors, agents, servants, officers, or employees, shall indemnify and hold harmless the City of Winterset, including, but not limited to, its elected and appointed officials, officers, employees, and agents from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the Proposer's performance of the agreement or any other agreements of the Proposer, entered into by reason thereof. The Proposer shall indemnify and defend the City of Winterset including, but not limited to, its elected and appointed officials, officers, employees, and agents with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton, or reckless acts or omissions of the Proposer, its subcontractor, agents, servants, officers, or employees, and any and all losses or liabilities resulting from any such claims, including, but not limited to, damaged awards, costs, and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The Proposer agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

5. Insurance Requirements

The Proposer shall secure the insurance specified below. All insurance secured by the Proposer under the provisions of this section shall be issued by insurance companies acceptable to the City. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the City upon execution of this agreement.

1. Workers' compensation insurance providing the statutory limits required by Iowa law. In addition, it shall provide Coverage B, Employer's Liability Coverage, of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limits. The required limit may be met by excess liability (umbrella) coverage.
2. Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury, and a property damage liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the City and its representatives as an additional insured. If "occurrence form" insurance is not available, "claims made" insurance will be acceptable. The policy shall be maintained for three years after completion of this agreement.
3. Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
4. Professional liability insurance providing occurrence basis coverage for the claims that arise from the errors of the Proposer or its consultants, omissions of Proposer or its consultants, failure to render a service by the Proposer or its consultants, or the negligent rendering of the service by the Proposer or its consultants in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. If occurrence form insurance is not available, claims made coverage shall be maintained for two years after final completion of the services. The City does not represent that the above coverages and limits are adequate to protect the Proposer or its consultant's interest and assumes no responsibility therefor.

The Proposer will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Proposer agrees to hold the City harmless from any liability, including additional premium due because of the Proposer's failure to maintain the coverage limits required.

The City's approval or acceptance of certificates of insurance does not constitute the City's assumption of responsibility for the validity of any insurance policies nor does the City represent that the above coverages and limits are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefore.

6. Independent Contractor:

The parties agree that the Proposer operates an independent business and is contracting to do work according to its own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the Proposer shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Proposer is inclusive of any use, excise, income, or any other tax arising out of this agreement.

Attachment A

General Company Information Form

GENERAL COMPANY INFORMATION	
COMPANY NAME:	
COMPANY ADDRESS:	
GENERAL DESCRIPTION OF COMPANY:	
TYPE OF ORGANZIATION: <small>(Franchise, Corporation, Partnership, etc.)</small>	
NUMBER OF YEARS IN BUSINESS:	

REFERENCES	
List three (3) customers who are current or have been served by your company within the last three (3) years with projects of similar scopes. (Name of firm, address, contact person, phone number)	
REFERENCE #1 – NAME:	
ADDRESS:	
CONTACT PERSON:	
JOB DESCRIPTION <small>Include Date/Contract Value</small>	
REFERENCE #2 – NAME:	
ADDRESS:	
CONTACT PERSON:	
JOB DESCRIPTION <small>Include Date/Contract Value</small>	
REFERENCE #3 – NAME:	
ADDRESS:	
CONTACT PERSON:	
JOB DESCRIPTION <small>Include Date/Contract Value</small>	

PERSONNEL	
Name/Title of person overseeing City of Winterset Project	
Office Phone:	Cell Phone:
E-Mail:	
Names, Titles, Certifications and years of experience of persons expected to service City of Winterset project. This information to be provided on a separate attachment	
SAFETY RECORD	
Has your company received an OSHA violation in the past five (5) years?	<input type="checkbox"/> Yes <input style="margin-left: 20px;" type="checkbox"/> No
If yes, please attach copies of the citations and an explanation of how they have been resolved.	

Attachment B

Bid Summary Sheet

YEAR	Estimated Number of Ash Trees to be removed (ROW and Parks)
2021	89 - 100
2022	TBD
2023	TBD

Listed above are the estimated number of trees scheduled for removal

**The City of Winterset will schedule removals based on need and budget*

Proposer to enter bid price below.

Price per Inch (Circumference) \$ _____ x 6,092 inches = \$ _____ Total Price for Removal

Proposer Information

Company Name: _____

Company Address: _____

Phone Number: _____

E-Mail: _____

Date: _____

Print Name and Title: _____

Signature: _____

Attachment D

2021 Ash Tree Removal List – Circumference (listed in inches)

1) 96	52) 50		
2) 54.25	53) 49.5		
3) 52.25	54) 88.5		
4) 50	55) 63		
5) 97	56) 92.5		
6) 76	57) 70		
7) 81	58) 66		
8) 49.25	59) 64		
9) 41	60) 97		
10) 37	61) 96		
11) 33	62) 51		
12) 90	63) 52		
13) 65	64) 42		
14) 34	65) 31	TOTAL Circumference (Inches)	6,092.25
15) 91	66) 51	TOTAL Trees Scheduled for removal	89
16) 62	67) 94	Average Circumference (inches) of Trees to be removed	68.5
17) 85	68) 51		
18) 71	69) 36		
19) 59	70) 80		
20) 113	71) 49		
21) 96	72) 77		
22) 71	73) 63		
23) 55	74) 78		
24) 36	75) 68		
25) 99	76) 69		
26) 61.5	77) 115		
27) 84.5	78) 65		
28) 56	79) 54		
29) 69	80) 49.25		
30) 64	81) 40		
31) 105	82) 78		
32) 62	83) 54		
33) 55	84) 110		
34) 25	85) 68		
35) 37	86) 47.25		
36) 37	87) 56		
37) 191	88) 39		
38) 130	89) 49		
39) 54			
40) 68			
41) 108			
42) 70			
43) 81			
44) 45.5			
45) 52			
46) 68			
47) 67			
48) 105			
49) 117			
50) 59			
51) 74			