



# **La Crosse County**

## **Request for Proposal**

**Tree Planting on WIS 16 Right-of-Way  
La Crosse Solid Waste Department**

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## Section 1 - RFP Overview

### 1.1 Introduction

La Crosse County, Wisconsin is inviting proposals for the purpose of selecting a vendor to plant trees on the Wisconsin Department of Transportation's WIS 16 Right-of-Way for the La Crosse County Solid Waste Department. The project is located within the City of Onalaska, WI.

### Incurred costs

The County is not responsible for any costs incurred by the Vendor in the preparation of the proposal, participation in the Vendors' meeting, or for any other cost to the Vendor associated with responding to the RFP.

**Vendors wanting to submit proposals are to attend a mandatory meeting at the Solid Waste Department, 3200 Berlin Drive La Crosse, WI 54601. The purpose of this meeting is to answer vendor questions and provide a tour of the planting area.**

## Section 2 - Proposal Submittal Instructions

### 2.1 RFP Schedule

The following is a list of the important dates for activities related to the RFP process. The County reserves the right to change these dates and will post the changes on its web site.

Activity	Time	Date
RFP released	2:00 PM	February 7 <sup>th</sup> , 2019
Vendor meeting and tour	10:30 AM	February 14 <sup>th</sup> , 2019
Submission of proposals	1:30 pm	February 27 <sup>th</sup> , 2019
Public Works and Infrastructure Committee	4:30 PM	March 11 <sup>th</sup> , 2019

### 2.2 RFP location

This RFP is posted on the La Crosse County website. The County reserves the right to amend this RFP at any time. In the event it becomes necessary to amend, alter or delete any part of the RFP, changes to the RFP will be posted on the web site. It is the vendor's responsibility to be aware of amendments that are posted on the web site. The address is:

<http://www.co.la-crosse.wi.us>

### 2.3 Submission of Questions

Scope of Work Questions:

Design Consultant

Jeremy Tomesh, PE, SEH, 608.498.4947

[jtomesh@sehinc.com](mailto:jtomesh@sehinc.com)

Procurement Process Questions:

La Crosse County

Bryan Jostad, Finance Department, 608.785.5879

[Jostad.bryan@co.la-crosse.wi.us](mailto:Jostad.bryan@co.la-crosse.wi.us)

## **2.4 Submission of Proposals**

All proposals shall be submitted in complete original form. No faxed or emailed proposals will be accepted. Proposals shall be sealed and marked “**Tree Planting on WIS 16 Right-of-Way**”. **Vendors shall submit one (1) copy of their proposal in a paper form and one (1) copy in an electronic format such as a CD or jump drive.**

**Sealed Proposals must be delivered no later than 1:30 pm, February 27th, 2019 to:**

**Jackie Davis  
Solid Waste Department  
3200 Berlin Drive  
La Crosse, WI 54601**

**Proposals received after the above date and time will be returned unopened.**

## **2.5 Opening of Proposals**

The proposals will be publicly opened at 1:35 pm, February 27<sup>th</sup>, 2019 in the following location:

La Crosse County Solid Waste Department  
Conference Room  
3200 Berlin Drive  
La Crosse, WI 54601

At that time, the names of vendors who properly submitted proposals will be announced. Announcement of the names of the vendors who submitted proposals is not a guarantee that the proposals otherwise comply with the specifications of this RFP.

## **2.6 Ownership of Proposals**

All proposals submitted on time become the property of the County upon submission, and the proposals will not be returned to the Vendors. By submitting a proposal, the Responder agrees that the County may copy the proposal for purposes of facilitating the evaluation.

## **2.7 Other information**

Vendors may submit any other information that is not described in this proposal that would be beneficial to the County. If in the vendor’s opinion the County has overlooked anything material or relevant, such item(s) may be brought to the County’s attention and be included in the proposal.

## **2.8 Amendments to the RFP**

In the event it becomes necessary to amend, alter or delete any part of the RFP, changes to the RFP will be posted on the website. The address is

<http://www.co.la-crosse.wi.us/RFP>

## **2.9 Public Records Law**

All proposals are subject to the Wisconsin Public Records Law.

## **Section 3 - Terms and Conditions**

**3.1** The County reserves the right to accept or reject any or all proposals or portions thereof without stated cause.

**3.2.** The County reserves the right to re-issue any requests for proposals.

**3.3.** Upon the selection of a finalist vendor, the County by its proper officials, employees, or agents shall attempt to negotiate and reach a final agreement with this vendor. If the County, for

any reason, is unable to reach a final agreement with this vendor; the County reserves the right to reject such vendor and negotiate a final agreement with the vendor who has the next most viable proposal. The County may also elect to reject all proposals and re-issue a request for proposal.

**3.4** Clarification of proposals: The County reserves the right to obtain clarification of any point in a vendor's proposal or obtain additional information.

**3.5** The County is not bound to accept the proposal with the lowest cost, but may accept the proposal that demonstrates the best ability to meet the needs of the County.

**3.6** The County reserves the right to waive any formalities, defects, or irregularities in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the County.

**3.7** The County reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the vendor.

**3.8** The Vendor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Purchaser, and its agents, officers and employees, from and against all loss or expense including costs and attorney fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Vendor, or its (their) agents and / or sub-contractors which may arise out of or connected with activities covered by this contract.

**3.9** The selected vendor shall not subcontract or assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

**3.10** No reports, information, or data given to or prepared by the firm under contract shall be made available to any individual or organization by the firm without the prior written approval of the County.

**3.11** Should the selected vendor merge or be purchased by another individual or firm contract continuation would be at the County's option.

**3.12** Hours of work will be left to the discretion of the Contractor. However, no work shall be started before 7:00 a.m. No work at all shall be performed on Sundays and Holidays without the County's approval.

### **3.13 Insurance**

**3.13.1** Vendor agrees that in order to protect itself as well as the Purchaser and La Crosse County, its officers, Boards, and employees under the indemnity provisions set forth in the paragraph above, Vendor will at all times, during the terms of this contract, keep in force insurance policies issued by an insurance company authorized to do business and licensed in the State of Wisconsin. Unless otherwise specified in Wisconsin Statutes, the types of insurance coverage and minimum amounts shall be as follows:

- Workers' Compensation: minimum amount statutory
- Comprehensive General Liability: \$1,000,000 per occurrence and in aggregate for bodily injury and property damage
- Excess Liability coverage: \$1,000,000 over the General Liability

**3.13.2** The Purchaser shall be given thirty (30) days advanced written notice of any cancellation or non-renewal of insurance during the term of this contract. Upon execution of this contract, the Vendor will furnish Purchaser with written verification of the existence of such insurance. In the event of any action, suit, or proceedings against Purchaser upon any matter herein indemnified against, Purchaser shall within five (5) working days cause notice in writing thereof to be given to Vendor by certified mail, addressed to its post office address. Purchaser shall cooperate with Vendor and its attorneys in defense of any action, suit or other proceedings.

## **Section 4 - Vendor Qualifications**

Vendors shall prepare and submit a qualifications proposal in the following order:

**4.1** Letter of interest (not to exceed one page)

**4.2** Vendor experience and qualifications

**4.2.1** Location of principal office that will be responsible for implementation of this contract.

**4.2.2** Experience, responsibilities, and relevant qualifications of key personnel providing services under this proposal

**4.4.2** Experience with tree selection and planting

**4.4.3** Experience in providing quality service and maintenance of plants.

**4.3** Project schedule

**4.4** References: Provide client agency name, contact name, title, address, and phone number of at least three facility/company references that are currently being provided similar service, preferably similar size.

## **Section 5 - Sustainability**

**5.1** La Crosse County has implemented a Strategic Plan for Sustainability. This plan documents the vision, goals, and actions for the organization to implement sustainability in long-range planning, policy efforts, and daily operations. For more information see the La Crosse Sustainable Website at: <http://www.sustainablelacrosse.com/>

**5.1.1** Vendors shall provide a description (no more than one page) on any Sustainability programs, initiatives or projects, if any, that the company is currently engaged in.

## **Section 6 - Scope of Work**

**Please note that “Owner” = La Crosse County Solid Waste Department or the Department’s designee.**

**Exceptions to the outcomes and exceptions shall be mutually agreed upon by the Owner and the vendor**

**Vendors shall describe their approach to provide the deliverables as described herein, including, but not limited to:**

**6.1** Summary section includes:

Trees, plants and ground cover

Fertilizer for trees

Applying herbicide in a 6-foot diameter circle only where the new trees are to be planted

Mulch and weed barrier for all trees planted

Tree stakes

Site Access

## 6.2 Submittals

### 6.2.1 Product Data Within ten (10) calendar days after the Notice to Proceed, submit:

A written list of the sources of nursery stock.  
Material list of items proposed to be provided under this section.

### 6.2.2 Upon completion of the work provide two copies of your maintenance plan for the care of plant material throughout the proving period of this contract.

### 6.2.3 Tree species substitutions may be allowed if the plants specified are not obtainable provided the following occur. The Contractor shall submit in writing a plant list that details which tree species and quantity are to be substituted and their respective substitutes. Consideration will be given to the nearest available size or similar variety at the same contract price. This information shall be submitted to the County a minimum of ten (10) days prior to plant delivery.

## 6.3 Trees

### 6.3.1 All plants shall be guaranteed to be healthy and in flourishing condition for one full year from the date of project completion. Any trees that need to be replaced under the guarantee shall also be guaranteed to be healthy and in flourishing condition for one full year from the date they are planted at the Contractor's cost. The guarantee does not include vandalism, storm damage, animal damage, or mechanical damage unrelated to contractor activities.

### 6.3.2 Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged, cut, or crooked leader, included bark, abrasion of bark, sunscald, disfiguring knots, insect damage, mold, prematurely opened buds, or cuts of limbs over 3/4 inch (2 cm) diameter that are not completely callused are cause for rejection.

Caliper measurements shall be taken on the trunk 6 inches (15 cm) above the root collar for trees up to 4 inches (10 cm) in caliper, and 12 inches (30 cm) above the root collar for trees over 4 inches (10 cm) in caliper. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to branch tip. Plants shall be measured when branches are in their normal position. Plants that meet measurements but do not possess a normal balance between height and spread shall be rejected.

### 6.3.3 Replacements

At the end of the guarantee period, all plant materials shall be in a healthy growing condition.

During the guarantee period, if the appearance of any plant indicates weakness and probability of dying, replace that plant with a new and healthy plant of the same type and size during the next planting cycle without additional cost to the Owner.

### 6.3.4 Extension of Warranty Period

Continue the warranty period at no additional cost to the Owner until previously noted deficiencies have been corrected, at which time the final inspection will be made.

## 6.4 Herbicides

### 6.4.1 A site meeting with the landscape architect will be conducted to identify the tree planting areas. Herbicide shall be applied in a 6-foot diameter circle for each proposed tree location.

**6.4.2** "Roundup" or an equivalent shall be used to kill off the turf 10-14 days prior to the planting of the trees.

## **6.5 Fertilizer**

**6.5.1** Fertilizer used in plant holes shall be a water soluble fertilizer contained in a micropore slow release polyethylene packet.

**6.5.2** The amount of fertilizer in each packet shall be a minimum of one ounce.

**6.5.3** Provide a 16-8-16 balanced fertilizer product, or equal.

## **6.6 Soils**

**6.6.1** Use original soils for backfill, remove any sod, large clods, and stones prior to backfilling.

## **6.7 Mulch**

**6.7.1** Shall be shredded hard wood bark with no dyes. Contractor shall provide, deliver and spread the mulch in a 3" deep x 6 ft. diameter circle around all the installed trees.

## **6.8 Tree Maintenance**

**6.8.1** One to two inch wide webbing shall be used between the stake and tree.

**6.8.2** Tree stakes shall be steel stakes, 1/2 to 2/3 of the tree height.

**6.8.3** The trunk shall be protected using item no. bg48-Tree Bark Protectors-48" from A. M. Leonard. The trunk protectors must go from the ground to just below the first branch.

## **6.9 Plant Materials**

**6.9.1** Provide the plant materials as provided herein and shown on the drawings.

Plants and Planting Material: Meet or exceed the specifications of federal, state, and county laws requiring inspection for plant disease and insect control.

Quality and Size: Comply with current edition of "Horticultural Standards" for number one nursery stock as adopted by American Association of Nurserymen (ANSI Z60.1) (American Standard for Nursery Stock).

All Plants:

True to name, with each tree tagged with the name and size of the plants in accordance with standards of practice of American Association of Nurserymen. These tags shall remain on the tree for the extent of the warranty period.

In all cases, botanical names take precedence over common names.

No substitution can be made of any plant material specified without approval of the landscape architect.

## **6.10 Other Material**

Provide other materials, not specifically described but required for a complete and proper installation.



### **6.11 Site Access**

The work will take place within the Wisconsin Department of Transportation's highway right-of-way. A work on right-of-way permit will be obtained by the County. The Contractor shall follow these requirements as stated in the permit application:

- No stopping, standing, or parking on WIS 16 for construction activities.
- Contractor shall not use or cross the multi-use trail for access or construction activities or the storage of materials.
- Access shall come from the vacant property to the south.
- Advanced warning signs shall be placed along the trail prior to the work zone.
- Any and all damage of the multi-use trail as a result of the contractor's activities shall be repaired by the contractor.

### **6.12 Schedule**

All tree plantings shall be accomplished by May 31, 2019 unless agreed to in writing by the County and the Contractor. If special conditions exist that warrant a variance in the above planting dates, a written request shall be submitted by the Contractor to the La Crosse County Solid Waste Department, stating the special conditions and the proposed variance. Permission for the variance will be granted at the discretion of the County.

## **Section 7 - Execution**

### **7.1 Examination of Conditions**

- 7.1.1** Examine the areas for conditions under which work will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until conditions are satisfactory.

### **7.2 Preparation**

- 7.2.1** Ten to fourteen days after applying herbicide, trees can be planted.

### **7.3 Planting of Trees and Shrubs**

#### **7.3.1 General**

- Plant nursery stock immediately upon delivery to the site and approval by the landscape architect except that, if this is not feasible, heel-in all bare root and balled materials with damp soil or mulch and protect from sun and wind.
- Regularly water nursery stock in containers, and place them in a cool area protected from the sun and drying winds.

#### **7.3.2 Excavating**

- The Contractor will notify Digger's Hotline to verify location of underground utilities a minimum of three (3) days before excavation begins. The Contractor shall be responsible for assuring that utility marking is complete before excavation begins. The Contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement.
- The depth of the planting hole shall be the distance between the root collar and the bottom of the ball. Plants shall be set with the top of the root collar at or slightly above finished grade (up to two (2) inches above finished grade).
- The soil ball or root ball shall be placed on undisturbed soil.
- The planting hole shall be at least 1.5-2 times the diameter of the soil ball if balled and burlapped or potted and 1.5-2 times the diameter of the root system on bare root plants.
- The sides of the hole shall be scraped or loosened if any glazing occurs while digging.

### 7.3.3 Planting

- Carefully set the root ball in the center of the hole and set plumb. Do not lift the tree or shrub by the trunk.
- Bare root plants shall have their roots spread into a natural position, free of bunching, kinking or circling. All broken or damaged roots shall be cut back to the point where they are clean and free of rot. No other root pruning shall be done.
- For plants in plastic or metal containers, the container shall be removed before planting. If roots are crowded or coiled on the bottom, sides or surface of the root ball, they shall be gently separated from the edges of the root ball surface.
- Ropes, strings, wire baskets, burlap and other wrappings shall be removed from the top two thirds of the ball after the plant has been set. The balance of the wrappings may be left intact around the bottom one-third of the ball.
- Planting holes shall be backfilled with excavated soil. When holes are approximately two-thirds full, they shall be thoroughly watered to eliminate air pockets. After this initial watering, excavated soil shall be installed to the top of the hole and mounded to the root collar if necessary and watered.
- Apply fertilizer packets per manufacture's recommendations.
- All plants shall be mulched over the excavated area, with a 3-inch layer of wood mulch immediately after planting. Mulching material shall be pulled back no less than 3 inches and no more than 6 inches from the trunk.
- All twine, rope, transit guards or wrappings secured around the trunk or branches shall be removed after planting is completed.

### 7.3.4 Staking, Pruning, Watering and Trunk Protection

- Staking is required. Install two stakes per tree.
- Place stakes close to tree, but not in root ball. Stakes shall be driven into soil so that the flanges or "wings" are completely buried.
- Use at least 2 inch wide webbing in a figure-eight configuration between the stake and the tree. Do not keep too tight. Stakes shall remain in place and will become the property, responsibility of the owner.
- Dead or broken branches shall be properly trimmed. No other branches shall be removed. Pruning shall conform to Natural Association of Arborists Pruning Standards.
- Trunk protection shall be installed and it should reach from the ground up to the lowest branch. Item no. bg48-Tree Bark Protectors-48" from A. M. Leonard shall be used as trunk protection/wrap.
- Contractor shall provide a plan for how they are going to deliver and apply water to all the trees that were planted.

## 7.4 Field Quality Control

### 7.4.1 Inspection of Plant Material

- Notification for Inspection: Landscape architect shall be notified at least five (5) days prior to the delivery of plant material to inspect nursery stock prior to installation.
- The contractor shall notify the landscape architect two weeks prior to the anticipated start date for planting so that an on-site meeting can take place to identify tree planting locations.
- Punch List: Landscape architect will note all repairs, replacements, or work completions necessary to fully complete and comply with the specifications. After completion of the work on the punch list, the Contractor shall schedule a second inspection. This procedure will continue until all work is successfully completed.

### 7.4.2 In addition to normal progress observations, schedule and conduct the following formal inspections, at least 3 days of advance notice or readiness for inspection:

- Inspection of plant locations to verify compliance with the drawings.
- Final inspection after completion of planting:

- Schedule this inspection sufficiently in advance, so final inspection may be conducted within 24 hours after completion of planting.
- Final inspection at the end of the maintenance period provided that previous deficiencies have been corrected.

## **7.5 Maintenance**

**7.5.1** Maintain planting, starting when the planting operations begin, continuing through the end of the growing season when the plants are completely dormant, and completing at end of warranty period.

**7.5.2** Work Included: watering, weeding, cultivating, and spraying where necessary to keep the plant materials in a healthy growing condition and to keep the planted areas neat and attractive throughout the maintenance period.

**7.5.3** Provide equipment and means for proper application of water to the trees.

## **7.6 Disturbance of Seeded Slope/Planting Area**

**7.6.1** Any area on the berm or slope where grass has been damaged, worn down or killed (beside area around trees) must be reseeded and mulched to prevent erosion.

**7.6.2** All seeded areas will be inspected prior to and after planting by landscape architect and contractor.

## **7.7 Final Inspection and Acceptance**

At the end of the warranty period and upon written request of the contractor, the Owner's Representative will inspect work for final acceptance. The request shall be received at least five days before the anticipated date for final inspection. Upon completion and inspection of all repairs or renewals necessary in the judgement of the landscape architect, he or she shall then certify in writing that the project has received final acceptance.

## **Section 8 - Pricing and Invoicing**

**8.1** Vendor shall provide a cost schedule.

**8.2** Vendors shall provide a proposed invoice schedule that is tied to specific milestones within the proposed project. The final 10% will not be paid until 30 days after the Final Inspection and Acceptance Section 7.7

**8.3** Unit Cost for Trees shall include the following: purchase, transportation, applying herbicide prior to planting, installation, tree stakes, trunk protection, weed control, watering, and one-year guarantee from the date of acceptance.

**8.4** Lump Sum Cost for additional mulch

Provide a lump sum cost to add shredded mulch to form continuous beds around shrubs, evergreens & small trees at a depth of 3-inches. Mulch to conform to Section 6.

**8.5** Fill out the attached bid tabulation and provide a total project cost.

## Section 9 - Evaluation of Proposals

### 9.1 Evaluation Criteria

La Crosse County will evaluate the proposals using the criteria described below.

Category	Points
References	20
Experience	30
Cost	50
Evaluation Total	100

### 9.2 Evaluation

Each proposal shall receive an evaluation. The proposals will be reviewed by an evaluation team. The highest evaluated vendor will be selected for the project.

**Vendor will be notified of their approval.**

**End of RFP Document**