

Request for Proposal (RFP) and Specifications for Urban Forestry Management Plan and Tree Inventory for the Hammond Green Canopy Initiative Project

RFP Release

January 10, 2025

PRE-PROPOSAL MEETING

January 28, 2025, at 1 PM CST

DEADLINE FOR QUESTIONS

January 30, 2025, at 5 PM CST

PROPOSALS DUE

February 14, 2025 at 5 PM CST

PREPARED BY

Delta Institute
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Contents

Delta Institute Overview	4
RFP Submittal Requirements	4
Pre-Proposal Meeting	5
Questions	5
Project Description	6
Project Scope	7
Project Schedule	12
Requisite Experience	12
Proposal Checklist	12
Method and Criteria for Selection	13
Terms and Conditions	15
<i>Contract Type</i>	15
<i>Term of Contract</i>	15
<i>Federal requirements</i>	15
<i>Indiana Department of Natural Resources requirements</i>	16
<i>Waiting Period</i>	16
<i>Insurance</i>	16
<i>Proposal Preparation Costs</i>	18
<i>Proposal Inclusions</i>	18
<i>Withdrawal of Proposal Before Closing</i>	18
<i>Mistake in Proposal</i>	18
<i>Written Questions and Answers</i>	18
<i>Proposal Submittal</i>	19
<i>Proposal Acceptance</i>	19
<i>Public Record</i>	19
<i>Acceptance and Payment</i>	20
<i>Retention of and Access to Records</i>	20
<i>Drug-Free Workplace Requirements</i>	20
<i>Americans with Disabilities</i>	20
<i>Conflict of Interest</i>	20
<i>Disputes</i>	21
<i>Termination for Convenience</i>	21

Termination for Default 21

Ownership of Materials and Documents/Confidentiality..... 21

Amendments and Request 22

Affirmative Action..... 22

Hiring of Illegal Aliens Prohibited 22

Safety 22

Consequential Loss 22

Limitation of Liability 23

No-Collusion Affidavit Form24

Official Proposal Pricing Form25

References and Qualifications Form.....27

Delta Institute Signature Authorization Form29

Delta Institute Questionnaire Form31

Delta Institute Exception Form.....32

Delta Institute Workers' Compensation Certificate Form35

Acknowledgement of Addendum Form.....36

Delta Institute Overview

Delta Institute is a 501(c)(3) organization. Delta Institute collaborates with communities to solve complex environmental challenges throughout the Midwest. We address Midwestern environmental, economic, and climate challenges today so that our home and region are more resilient, equitable, and innovative tomorrow.

RFP Submittal Requirements

The proposal shall be submitted in a sealed envelope with all original pages intact. One (1) original proposal, two (2) hard copies, and one (1) digital copy must be submitted.

Proposal envelopes must be plainly marked and submitted as follows:

**“SEALED PROPOSAL FOR:
Hammond Green Canopy Initiative Project”**

Proposals should be submitted to Delta Institute, 35 E. Wacker Drive, Suite 1760, Chicago, IL 60601 (hmhardy@delta-institute.org for digital) - before **Friday, February 14, 2025 at 5 PM CST.**

Please have proposals addressed to: Jamie Zouras, Senior Specialist, Nature-Based Climate Solutions

Description	Due Date	Time
<p>Request for Proposal (RFP) and Specifications for 3 options:</p> <ol style="list-style-type: none"> 1. Urban Forestry Management Plan: or 2. Tree Inventory: or 3. Urban Forestry Management Plan and Tree Inventory <p>for the Hammond Green Canopy Initiative Project including:</p> <ul style="list-style-type: none"> - Development of an Urban Forestry Management Plan for the City of Hammond, IN providing a structure to maintain and grow Hammond’s green infrastructure - Completion of a tree inventory in the 3rd district of the City of Hammond, in street areas and in Harrison Park 	<p>Friday, February 14, 2025</p>	<p>5:00 PM CST</p>

Pre-Proposal Meeting

Delta Institute will hold a virtual pre-proposal meeting on **Tuesday, January 28, 2025 at 1 PM CST**. The meeting will include a summary of the project, proposal process, and review of prospective proposer's questions. Participants can join the meeting by clicking on the Microsoft Teams link below:

Microsoft Teams

[Join the meeting now](#)

Meeting ID: 277 182 136 682

Passcode: Rr65wv3Q

Questions

For any questions regarding the RFP, please email Helen Hardy, Delta Institute at hmhardy@delta-institute.org. All questions must be received by **Thursday, January 30, 2025, at 5 PM CST**. All questions will be answered and issued to all companies that are on the RFP holders list. If you are unsure if you are on the RFP holder's list, please contact Helen Hardy, Delta Institute, Phone: 312-554-0900 ext. 11 or email: hmhardy@delta-institute.org to confirm.

Project Description

Delta Institute and the City of Hammond, Indiana Parks and Recreation Department are seeking proposals from qualified urban forestry firms interested in developing an Urban Forestry Management Plan and tree inventory in Hammond. This project aims to enhance urban forestry through three key objectives:

- 1) developing a thorough and site-specific urban forestry management plan for the City of Hammond and completing a tree inventory for street areas in the 3rd district and trees in Harrison Park;
- 2) beautification of Harrison Park with a tree removal and planting initiative; and
- 3) engaging the community in urban planning.

By creating a detailed management plan and inventory, planting trees in Harrison Park, and fostering community involvement, the project seeks to revitalize green spaces for underserved residents, promote equitable access to nature and strengthen community resilience. These efforts address Hammond's industrial pollution challenges and social vulnerabilities, contributing to a greener, more sustainable urban environment.

This project aims to improve urban forestry management, enhance green spaces, and foster community involvement and ownership in the City of Hammond in order to create a greener, more resilient, and equitable urban environment. The project supports the strengthening of a much-needed community urban forestry program that promotes urban forestry benefits through proper tree selection, planting, and care. Beautifying Harrison Park will restore and diversify the community tree canopy in this underserved area, promoting urban forestry benefits such as cleaner air, improved watershed health, reduced erosion, stormwater runoff, and reduced urban heat island effects. Community engagement ensures that urban forestry benefits are equitably distributed and addresses historic inequities in urban forestry policy and management. These efforts collectively enhance the built environment by improving aesthetics and fostering year-round enjoyment and outdoor activities for all community members.

Acknowledgements

This project is made possible through a grant from the USDA Forest Service. Funding is generously provided by the Inflation Reduction Act. In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this organization is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. These institutions are an equal opportunity provider.

Project Scope

The selected firm(s) (hereinafter referred to as “Contractor”) shall serve as part of the Project Team for the project and shall, at a minimum, complete the scope of work outlined below. The maximum amount allocated for the development of the Urban Forestry Management Plan (excluding the tree inventory) is \$49,800. The maximum amount allocated for the Tree Inventory (excluding the Urban Forestry Management Plan) is \$28,500. Contractors adding additional scope, including implementation work, will be scored higher.

- **Develop an urban forestry management plan with recommendations for the City of Hammond.** The selected Contractor will handle the creation of the plan. The Contractor will engage in robust community outreach, and the plan will serve as the foundation of Hammond's forestry efforts in the city. The plan will provide recommendations and guidance for the future and must be completed by the end of January 2026.

and / or:

- **Conduct a tree inventory of the 3rd district of the City of Hammond, including Harrison Park.** The selected Contractor will handle this activity. The inventory will include trees in the 3rd district streets, and in Harrison Park, and it will follow the Indiana Department of Natural Resources' [Street Tree Inventory Requirements](#). This is scheduled for completion by the end of April 2025 and will be paired with a tree planting project in Harrison Park to ensure a holistic approach to urban forestry.

Tasks included within the Scope of Service are:

1. Urban Forestry Management Plan

The Contractor shall develop an Urban Forestry Management Plan that roughly follows the outline below, with the Recommendations section being a core element of the plan. Findings from the Tree Inventory of the 3rd district will be included in the plan as well. The final outline can be adjusted as needed based on findings and community engagements outcomes.

Urban Forestry Management Plan outline:

Executive Summary

Introduction and Background

- The City of Hammond's climate, geographic area, and history of urban forestry
- Vulnerabilities and equity considerations

- Overview of the plan: Purpose, goals, and scope

Vision for Urban Forestry in Hammond

- Tree species and conditions
- Benefits of trees and opportunities for urban forestry
- Specific objectives for the plan

Tree Canopy Assessment

- Data and analysis of current trees and tree canopy coverage
- Existing policies and regulations
- Potential for growth and ecosystem services (carbon sequestration, air quality, biodiversity)

Planting and Maintenance Plan

- Tree selection, planting, and care
- Tree planting maps, detailing precise locations and species, incorporating community feedback and inventory data
- Maintenance plan, detailing equipment and funding, and roles and responsibilities

Metrics and Management

- Monitoring and evaluation
- Metrics for long-term sustainability
 - o Number of trees planted
 - o Acres of habitat restored
 - o Gallons of stormwater runoff treated annually
 - o Total carbon sequestered annually
- Budget and funding strategy

Community Engagement

- Methods to involve the public
- Educational programming
- Partnerships & decision making

Recommendations & Next Steps

- Localized solutions, based on input from the community

- Targeted interventions with an actionable work plan
- Priority actions

The Contractor shall work with a Community Engagement Specialist to integrate community feedback and decision making into the Urban Forestry Management Plan. Outreach activities are prioritized throughout the project with continuous community engagement being crucial in enhancing both the Urban Forestry Management Plan and the planting initiative at Harrison Park and in other areas of Hammond. A Community Stakeholder Working Group will ensure that the design and implementation efforts maximize the community benefits and project delivery goals. A specific community engagement strategy, focusing on community needs, will be developed by Delta Institute.

The Contractor shall also work with Davey Resource Group, Inc. and Indiana University's Environmental Resilience Institute Green Infrastructure Fellow on incorporating results from Davey Resource Group's tree canopy assessment (UTCC) for the entire City of Hammond, and additional GIS assessment of UTCC done by the Fellow. The Fellow will begin working in Hammond in May 2025 and will continue until mid-August 2025. After that, the Fellow will work remotely until the planting is completed during the fall 2025.

The Canopy Assessment will include:

- Landcover data in 5 classifications (forest, grass/shrubs, bare soil, open water, impermeable surfaces)
- Resolution is 30-60 cm from the National Agriculture Imagery Program (NAIP)
- These images find plantable areas in the community
- Early additional layer (provided by Stephanie Freeman-Day, once data is received)- possible planting areas within DACs (bare soils and grass/shrubs land types that are not in No Planting Sites such as cemeteries, ballfields, etc.)

Additional GIS analysis will include (for pixels at 1-meter resolution):

- Distance from tree canopy (using UTCC data)
- Distance from impervious surfaces (using landcover data)
- Urban Heat Island (using Landsat data)
- Stormwater Resilience Data (using publicly available data layers: slope, soil permeability, soil erodibility, distance to stream)
- Sociodemographic data (from layers available to IU students on Simply Analytics- customizable but often include income, race, level of education, population density, vulnerable populations i.e., children and seniors)

2. Tree Inventory

The Contractor shall complete a Community Tree Inventory of the 3rd district streets and Harrison Park that includes at minimum the data fields below (according to IN DNR [Addendum B: Street Tree Inventory Requirements](#)). The maximum amount allocated for the Tree Inventory (excluding the Urban Forestry Management Plan) is \$28,500, and the inventory must be completed by April 30, 2025.

- i) Tree Number/Code (unique to each tree)
- ii) GPS Position Coordinates (in a format compatible for GIS mapping tools)
- iii) Street Name
- iv) Address
- v) Genus & species
- vi) i-Tree Species Code (found at www.itreetools.org)
- vii) Diameter at Breast Height (DBH)
- viii) Land Use
- ix) Site Type
- x) Tree Condition
- xi) Maintenance Needs
- xii) Maintenance Priority
- xiii) Sidewalk Damage
- xiv) Utility Conflicts
- xv) Plantable Spaces (by tree size)
- xvi) Risk Tree Assessment (level 1 or above)

A list of trees inventoried to date should be collected and analyzed. i-Tree is a suite of analysis tools that are free and can be downloaded at www.itreetools.org. Analysis reports should be completed and should include but are not limited to:

- i) % individuals by species
- ii) % benefit by species
- iii) % age class
- iv) Carbon sequestered by species
- v) Energy conservation by species
- vi) Air pollution reduction by species

- vii) Property values by species
- viii) The economic values associated with each analysis above

When the project is complete, the Contractor will submit the following to Delta Institute:

- i) The complete inventory in Excel
- ii) Any ArcGIS shape/point data layers produced as part of the project
- iii) An executive summary of the results (usually written by the consultant)
- iv) A species list breakdown
- v) A condition list breakdown
- vi) A recommended removal list breakdown
- vii) A maintenance list breakdown
- viii) A list of vacant tree spaces for S, M, and L trees
- ix) Lists and reports generated in i-Tree analysis program applications. These lists will include:
 - (1) Pie or bar charts with species distributions
 - (2) The age balance in your urban forest
 - (3) Replacement value
 - (4) Ecosystem services values, including, but not limited to:
 - (a) Energy conservation
 - (b) Carbon sequestration
 - (c) Air quality
 - (d) Stormwater interception
 - (e) Economic/social benefits

The chosen Contractor is expected to work closely with Delta Institute to ensure that the project's design and implementation work is properly completed in a cost-effective, responsive, and timely manner.

Project Schedule

Our intent is for the following schedule of activities, subject to change:

Project Activities	2025												2026											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Community & Stakeholder Engagement																								
Tree Canopy Assessment UTCC Done by Davey Resource Group																								
Green Infrastructure Fellowship (Indiana University)																								
Additional GIS Assessment of UTCC																								
Tree Inventory																								
Urban Forestry Management Plan Development																								
Urban Forestry Management Plan Implementation																								
Tree Procurement																								
Tree Removal, Planting, and Maintenance																								
Public Unveiling																								

Please note that this RFP is for the Urban Forestry Management Plan Development project activity and/or the Tree Inventory project activity only.

The chosen Contractor must be able to commit resources to this project to ensure adherence to the proposed project schedule.

Requisite Experience

The chosen Contractor must be a certified forester and possess the ability, experience, and reputation for quality service necessary to produce high-quality and functional designs that prioritize:

Proposal Checklist

All proposals must include this completed proposal checklist with the following completed components:

- Completed Non-collusion Affidavit Form.
- Completed Official Proposal Pricing Form.
- Proposal narrative (10 pages max) identifying a clear understanding of the project scope, the contractor’s approach to project management, and if bidding for the Urban Forestry Management Plan scope, identify how they will engage stakeholder groups, gather community feedback, and integrate feedback into the development of the Urban Forestry Management Plan.
- Completed References and Qualifications Form.
- No more than three 1-page informational summaries of referenced projects with pictures and graphics from those projects with name of client, location, and contact information.
- Description of key personnel with brief bios and their role on this project.
- Résumé for project manager with whom Delta will interface.

- Certificate of Insurance.
- Letter from the Contractor's insurance agent or corporate Risk Management Department acknowledging that the Contractor is able to comply with all insurance requirements
- Completed Delta Institute Signature Authorization Form.
- Completed Delta Institute Questionnaire Form.
- Completed Delta Institute Exception Form.
- Completed Delta Institute Workers' Compensation Certificate Form.
- Completed Acknowledgement of Addendum Form for all Addendums Form.
- Drug Free workplace policies and procedures.
- Affidavit and statement regarding E-Verify compliance.
- No investment in Iranian energy sector.

Method and Criteria for Selection

Delta Institute will evaluate each proposal.

A Proposal Selection Committee, consisting of at least three members, will be appointed by the Delta Institute to review all proposals. The Committee will review each written proposal submitted to determine if they meet the requirements of this RFP. Failure to meet the essential requirements of this RFP may be cause for rejection of the proposal. The Committee will make independent random checks of the proposer's references as well as major sub-contractors.

The proposers may submit a proposal only for the Urban Forestry Management Plan, only for the Tree Inventory, or for both the Urban Forestry Management Plan and the Tree Inventory. The RFP also allows multiple applicants to propose as a team.

The following criteria will be applied by the Committee to evaluate each proposal with the relative weight to be attributed (in points) to each criterion:

Proposals will be evaluated on Bidder's qualifications, technical approach, and relevant experience.

Disadvantaged Business Enterprises (e.g., Minority-owned business enterprises or MBEs, Women-owned business enterprises or WBEs, etc.) are encouraged to respond to this RFP.

Firms with staff with some of the following credentials and licenses will be considered more qualified than those that do not have any: P.E., ASLA, and/or AIA.

MAXIMUM POINTS	CRITERIA
15	Understanding the scope of work and quality of the Proposal to meet this scope.
20	Qualifications of Team
15	Ability to meet the Project Team's needs, on time and within budget.
50	Price including all costs
100	TOTAL

Upon proposals being scored by the Committee, the Delta Institute reserve the right to accept or reject any and all proposals, to waive any irregularities or informalities in any proposal, and to award a contract to the Contractor who best meets the RFP's requirements.

Relevant factors include completeness and accuracy of proposal; references from other owners, developers, or municipalities regarding past work done by the Contractor and its subs; combination of the certifications; customer service record and experience of the proposed staff; ability to complete the job in the specified time; or other considerations to the advantage of the Delta Institute.

Proposals may not be withdrawn for a period of ninety (90) days after the date set for opening thereof, unless otherwise required by law.

The award of the contract, if awarded, will be made within sixty (60) days after opening of the Proposals. The proposer's signature on the Proposal form shall constitute a commitment on the part of the proposer to perform the work in a workmanlike manner as set forth in the Request for Proposal. The Contractor to whom the contract is awarded shall be notified upon award of the contract by the Delta Institute. The Proposal Form, the Terms and Conditions, the Special Provisions, the Request for Proposal, together with any plans and/or attachments, shall all be considered as part of the contract between the Delta Institute and the Contractor to whom the contract is awarded.

Discussions may be conducted with responsible proposers who submit proposals determined by the Committee to be reasonably susceptible of being selected for award.

The prospective contractor is advised that, should its proposal result in award of a contract, the contract will not be in effect until it is approved and fully executed by the Delta Institute.

Terms and Conditions

NOTE: IT IS THE PROPOSER'S RESPONSIBILITY TO EXAMINE THE "REQUEST FOR PROPOSALS" SOLICITATION IN ITS ENTIRETY PRIOR TO SUBMITTING A PROPOSAL.

All information should have been updated within the past three (3) months.

Contract Type

The contract between the successful firms and Delta Institute will be for specific activities and submittals and specifying a maximum not-to-exceed amount.

Term of Contract

The contract shall commence after approval by Delta Institute. It is expected to be completed in a period not exceeding 12 months. The contract will expire on January 31, 2026.

Federal requirements

Bids cannot use a "cost plus a percentage of cost" nor "percentage of construction costs" form of pricing.

The contractor(s) chosen will be required to complete and sign USDA form AD-1048 certifying that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

The contractor(s) chosen must follow all provisions in Title 2 Code of Federal Regulations Part 200, Appendix II (2 CFR 200, Appendix II) titled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards."

The contractor chosen for the implementation portion of the RFP will need to follow the rules of the Davis-Bacon Act and the Build America, Buy America Act in their work.

The chosen contractor will also need to follow federal guidelines regarding purchasing anything that meets the federal definition of "equipment".

The chosen contractor will need to be registered in SAM.gov before a contract can be executed. If the contractor is already registered at the time of proposing, then their status in SAM.gov will be checked to make sure they are not barred from receiving

federal funds before a contract can be executed.

The contract executed with the chosen contractor(s) will include the above federal regulations, as well as any other applicable regulations with which the contractor(s) must comply.

Indiana Department of Natural Resources requirements

The following expenses are not allowable for reimbursement under this contract: food, promotional materials, vehicles, tools or equipment that exceed \$500 each in value and are not likely to be used up during your contract (does not apply to urban forestry software).

Waiting Period

Proposals shall be firm offers, subject to acceptance or rejection for a period of up to ninety (90) days per "Request for Proposal" from the date of the proposal opening until proceedings are completed and an award is made. Proposer shall assume full responsibility for the effect of the waiting period on all proposal fees and terms.

Insurance

Contractors are required to provide with their proposal, certificates of insurance verifying coverage, as well as a letter from the Contractor's insurance agent or corporate Risk Management Department acknowledging that the Contractor is able to comply with all insurance requirements.

It is highly recommended that Proposers confer with their respective insurance carriers or brokers to determine in advance of proposal submittal, the availability of insurance certificates and endorsements as prescribed herein.

During the term of this Contract, the Contractor shall maintain, at Contractor's sole expense, the following insurance.

1. Minimum Scope of Insurance:
 - a General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - b Professional Liability and errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents in conjunction with the services to be provided. Coverage limits shall be \$1,000,000 or more, per occurrence without reduction for claims paid during the policy period. The carrier should be duly insured and authorized to issue similar insurance policies of this nature in the State of Indiana.

- c Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- d Workers' Compensation and Employers Liability: Statutory Workers' compensation limits as required by the State of Indiana and employers Liability limits of \$1,000,000 per incident.

2. Deductibles and Self-Insured Retention:

Any deductibles or self-insured retention must be declared to and approved by the Delta Institute. At the option of the Delta Institute, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Delta Institute, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Umbrella or excess liability coverage of \$5,000,000 per occurrence and in the aggregate.

4. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

- a. Delta Institute are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
The coverage shall contain no special limitations on the scope of protection afforded to the Delta Institute.
- b. For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects to Delta Institute. Any insurance or self- insurance maintained by the Delta Institute shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Delta Institute.
- d. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice, by certified mail return receipt requested, has been given to Delta Institute.
- f. Professional Liability Insurance or Errors and Omissions insurance as appropriate to Contractor's profession shall be required and written on a

policy form specifically designed to provide coverage for and protect against liability for the negligent acts, errors and omissions of the Contractor in the performance of the services required by this Contract. A minimum coverage of at least \$1,000,000 per claim and in the aggregate, must be provided.

Proposal Preparation Costs

Delta Institute are not and will not be deemed liable for any costs incurred by Proposers in the preparation, submittal, or presentation of their proposals.

Proposal Inclusions

The RFP response documents shall be returned completed in their entirety, with ALL applicable portions fully completed by the proposer.

All proposers are encouraged to review and confirm that their proposal includes and specifically addresses all of the requirements for the proposal, including any addenda, prior to submitting the proposal as outlined elsewhere in this RFP.

Withdrawal of Proposal Before Closing

Any proposer may request the withdrawal of their submitted proposal, by written request, at any time **prior** to the scheduled submission deadline. Upon receiving the written request to withdraw any proposal, Delta Institute will consider the proposal null and void, and return the proposal to the proposer unopened. Withdrawal of a proposal will not prejudice the proposer's re-submittal for this or any future request for proposal(s).

Mistake in Proposal

Any proposer may request to withdraw their proposal after the proposal opening, subject to the time restrictions indicated below, **only** if the Contractor can establish, to the Delta Institute's satisfaction, that a mistake was made in preparing the proposal.

1. A proposer declaring a mistake must provide a written notice to the Delta Institute within five (5) calendar days following the scheduled opening date, specifying in detail the alleged mistake, how the mistake occurred, and how the mistake made the proposal materially different than it was intended.
2. Withdrawal of the proposal will **only** be permitted for mistakes made in the completion of the proposal determined by the Delta Institute to justify withdrawal.

Written Questions and Answers

ALL QUESTIONS MUST BE SUBMITTED BY January 30, 2025, at 5 PM CST
by email to hmhardy@delta-institute.org

In order for all competing proposers to receive the same information, no response shall be given to verbal questions submitted by telephone or in person. Personal and/or telephonic contact with Delta Institute in regard to this RFP is prohibited. Delta Institute may reject the proposal of any proposer violating this rule.

Answers to all relevant questions will be provided in one or more addenda, if deemed necessary, and supplied to all entities on the RFP holder's list. If you are unsure if you are on the proposer's list, please contact: hmhardy@delta-institute.org to place yourself on the list.

Proposal Submittal

All proposals delivered in an express courier package shall be sealed in a separate envelope within the courier package. Any proposal found to be illegible or incomplete shall be considered for rejection.

Whether sent by courier, mail, or by means of personal delivery, proposers assume full responsibility for having their proposal delivered to the proper location and not later than the scheduled closing time.

More than one (1) proposal from an individual, firm, partnership, or corporation under the same or different names, will not be considered.

Proposal Acceptance

The Delta Institute reserves the right to accept or reject any and all proposals and waive any irregularities or informalities in any proposals or in the proposal process.

The Delta Institute further reserves the right to award the contract to other than the lowest proposer if such action is deemed to be in the best interest of the project.

Failure to provide the information requested or falsification of any information provided shall result in disqualification of the proposal.

Public Record

Be advised that **all** information contained in proposals submitted in response to this RFP **shall** become a matter of public record upon contract award, and be made available to the public upon request. The proposer may identify, in writing, all copyrighted material, trade secrets, or other proprietary information the proposer claims are exempt from disclosure. The proposer who claims such an exemption must also state in the proposal that, "The proposer agrees to indemnify and hold harmless the Delta Institute and its employees from any claims, liability or damages against them and to defend any actions brought against them for their refusal to disclose such material, trade secrets, or other proprietary information to any party."

Acceptance and Payment

Properly executed original invoice(s) shall be accompanied by detailed supporting documentation based on the approved schedule of values. Invoicing and reporting requirements will be included in the contract.

The Delta Institute shall pay the Contractor's properly executed invoice, subject to approval by the Delta Institute, within thirty (30) days following receipt of the properly prepared invoice.

Payment will be made based on invoices provided for work completed, based on the timeline of the project, and as the work is completed to the satisfaction of Delta Institute.

Total payment for all Work shall not exceed the sum of the estimated cost of all completed phases plus the partial payments for partially completed phases.

Payment may be withheld for any services which do not meet or exceed the Delta Institute's requirements or have proven unacceptable until such services are replaced, resubmitted, and accepted by the Delta Institute.

Retention of and Access to Records

At all reasonable times during the term of the contract and for a minimum of three (3) years following final settlement, the Delta Institute, and any designated representative thereof shall have access to all records related to work performed under this contract and the Contractor and all sub-contractors shall make such records available for inspection, audit, copying excerpts and transcriptions.

Drug-Free Workplace Requirements

The Contractor and all sub(s) shall comply with the requirements of the Drug- Free Workplace Act of 1990 and IC 36-1-12-24.

Americans with Disabilities

The Contractor and all subcontractors shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Conflict of Interest

No employee of the Delta Institute during his/her/their tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Furthermore, the parties hereto covenant and agree that, to the best of their knowledge, no board member or employee of the Delta Institute has any interest or family members, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest.

Disputes

Any controversy or claim arising out of or relating to the provisions of this Contract or the breach thereof shall be settled by arbitration, in accordance with the Indiana Rules of Alternative Dispute Resolution, unless the parties agree, in writing, to some other form of alternative dispute resolution.

Termination for Convenience

The Delta Institute may, by written notice, terminate this contract in whole or in part, when deemed in the Delta Institute best interest to do so.

Upon termination of this contract, the Delta Institute shall only be liable for payment under the payment provisions of this contract for services rendered or supplies furnished prior to the effective date of termination.

Termination for Default

The Delta Institute may, by written notice of default to the Contractor, terminate the contract, in whole or in part, if the Contractor fails to:

1. Deliver or perform the services within the time specified in the contract or any Delta Institute approved extension; or
2. Fails to make progress, so as to endanger performance of the contract; or
3. Fails to comply with any of the other provisions of the contract.

Ownership of Materials and Documents/Confidentiality

The Delta Institute retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data provided to or prepared by the Contractor and/or the Contractor's sub-contractor(s) pertaining to this Project.

Said materials and documents are confidential and shall be available to the Delta Institute from the moment of their preparation.

The Contractor shall provide the Delta Institute with an electronic version of all project-related documents, including all text documents, calculations, and drawings.

The Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Delta Institute.

The Delta Institute and Contractor shall be joint owners of any and all such documents.

Amendments and Request

The Delta Institute reserves the right to amend this Request for Proposals by addendum before the final proposal submittal date.

All Addenda will be supplied to everyone on the RFP holders list.

Affirmative Action

The Delta Institute hereby notifies all proposers that they must affirmatively ensure that minority business enterprises will be afforded full opportunity and consideration when submitting proposals in response to this RFP and that they will not be discriminated against on the grounds of race, color, sex, sexual orientation, creed, or national origin when reviewing the proposals for award of the contract.

Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

Hiring of Illegal Aliens Prohibited

Contractor shall not hire or employ any person to perform work or allow any person to perform work required under the contract unless such person is properly documented and legally entitled to be employed within the United States.

The Contractor, prior to award of the contract, will be required to execute E-Verify and Government of Iran investment declarations as required by the laws of the State of Indiana.

Safety

The Applicant and its subcontractor(s) shall comply with OSHA regulations applicable to this project regarding necessary safety equipment or procedures.

Consequential Loss

Neither party shall be liable to the other party in any circumstances for any indirect, economic, special, or consequential loss or damage, including, but not limited to, loss of revenue, loss of production, or loss of profit.

Limitation of Liability

Notwithstanding any other clause in the contract, the total aggregate liability of the Contractor to the Delta Institute for any claims, losses, costs or damages arising out of or in connection with the Contractor's performance of the contract, whether under the law of contract, tort (including negligence), statute or otherwise, shall be limited, to the extent permissible by law, to five times the total compensation received by the Contractor or the limits of the relevant insurance policies pursuant the contract, whichever is greater.

No-Collusion Affidavit Form

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this ___ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____)

) ss

COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

(Notary Public Signature)

My Commission Expires: _____

Official Proposal Pricing Form

Company Name: _____

Company Address: _____

City, State, and Zip: _____

Three options are available for bidding:

1) Provide an Urban Forestry Management Plan proposal

Activity	Urban Forestry Management Plan Price
Urban Forestry Management Plan	
TOTAL	

2) Provide a Tree Inventory proposal

Activity	Tree Inventory Price
Tree Inventory	
TOTAL	

3) Provide an Urban Forestry Management Plan and Tree Inventory proposal

Activity	Urban Forestry Management Plan and Tree Inventory Price
Urban Forestry Management Plan and Tree Inventory	
TOTAL	

My signature on this submittal certification is affirmation that all items listed within this proposal are fully accurate, completed, and executed and are hereby submitted with the proposal as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of this proposal.

Authorized Signature

Printed Name

Date Signed

Telephone Number

References and Qualifications Form

All proposers must provide information on three (3) example projects of a similar nature performed in the last five (5) years. In addition, you must include the name, address, and telephone number of the contact person having knowledge of the project and knowledge of the integrity and business practices of the proposer.

Three Project References:

1. Project Name:

Address:

Brief Description of Project:

Contact Person & Phone Number: _____

2. Project Name:

Address:

Brief Description of Project:

Contact Person & Phone Number: _____

3. Project Name:

Address:

Brief Description of Project:

Contact Person & Phone Number: _____

Delta Institute Signature Authorization Form

PROPOSER:

I hereby certify that I have the authority to offer this proposal to the Delta Institute for the above-listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.

Name: _____

Title: _____

Signature: _____

Date: _____

The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me as:

An individual or Sole proprietorship

A Partnership
partner's names: _____

A Limited Liability Company

A Corporation

2. My Tax Identification Number Is _____

(For individuals this number is usually the Social Security Number.)

3. I certified that

- I am a certified as an MBE WBE DBE company
 - I attached a copy of my certification
- I have recently filed for MBE WBE DBE certification but have not yet received certification.
- I am not a MBE WBE DBE company.

Proposer's Information

Person: _____

Title: _____

Address: _____

Phone Number: _____

Email Address: _____

Delta Institute Questionnaire Form

The Proposer shall complete, under penalties for perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from proposing or bidding on, or completing, a Federal, State, or local government project because of a violation of law or a safety regulation?

- Yes
- No

If the answer is yes, explain the circumstances in the following space:

NOTE: This questionnaire constitutes a part of the Proposal and signature on the signature portion of this Proposal shall constitute signature of this questionnaire

Delta Institute Exception Form

Should Proposer take exception to **ANY** of the terms and conditions or other contents of this RFP, list the exceptions below.

THIS COMPLETED FORM MUST BE RETURNED WITH YOUR PROPOSAL.

If no exception(s) are taken, enter "**NONE**" for the first item. (*Make additional copies of this form as necessary*)

Page Number: _____

Section Title: _____

Paragraph Number: _____

Exception Taken:

Page Number: _____

Section Title: _____

Paragraph Number: _____

Exception Taken:

Page Number: _____

Section Title: _____

Paragraph Number: _____

Exception Taken:

Page Number: _____

Section Title: _____

Paragraph Number: _____

Exception Taken:

Page Number: _____
Section Title: _____
Paragraph Number: _____

Exception Taken:

Page Number: _____
Section Title: _____
Paragraph Number: _____

Exception Taken:

Delta Institute Workers' Compensation Certificate Form

The Proposer shall execute the following form as required by the Worker's Compensation Act of Indiana:

I am aware of the provisions of the Indiana Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered with the Delta Institute.

Signature

Company Name

Printed Name Business

License Number

Title

Date

Acknowledgement of Addendum Form

TO BE RETURNED WITH REQUEST FOR PROPOSAL

RFP # _____

TITLE

ACKNOWLEDGEMENT OF RECEIVING ADDENDUM #(s) _____

NAME OF VENDOR _____

FIRM CONTACT _____

PHONE _____

MAILING ADDRESS _____

SIGNATURE OF AUTHORIZED AGENT _____

DATE _____