

REQUEST FOR PROPOSALS

INTRODUCTION

The Little Calumet River Basin Development Commission (LCRBDC) is requesting proposals for the removal of trees along segments of the Little Calumet River flood control project. The project is managed by the LCRBDC, which acts as the local sponsor for the US Army Corps of Engineers (COE), and is the sole entity responsible for operation and maintenance.

It is the intent of the LCRBDC to solicit responses to this Request for Proposals (RFP) in accordance with the specifications contained in this document.

The expectation of the LCRBDC is that this project be approached in a systematic manner so as to limit the impact on the flood control structures/berms and levees. Prior knowledge and/or work experience in around navigable waterways is preferred. The firm must be licensed, bonded and insured in the State of Indiana.

ISSUING OFFICE

In accordance with Indiana statute, LCRBDC has issued this RFP which was prepared by the staff of LCRBDC as well as others.

PURPOSE OF THE RFP

This RFP is being issued in order to retain the professional services necessary for the removal of all the existing trees inside the defined parameters of the Little Calumet River flood control project to furnish the expertise capable in all of the following described services, as more specifically identified in subsequent task orders.

SCOPE OF WORK

The description of work shall include but is not limited to:

1. Tree Removal
 - Trees shall be cut to no more than 2 feet from ground level
 - All debris to be removed and disposed off-site
 - Stumps and root balls to remain

2. Locations
 - Munster/Hammond
 - Manor Avenue on the west to Hart's Ditch on the east
 - Hammond/Highland/Griffith
 - Hart's Ditch on the west to Cline Avenue on the east
 - Hammond/Griffith/Gary
 - Cline Avenue on the west to Martin Luther King Drive on the east
 - Evaluating strategic options to maximize income stream through natural resource capacity and real estate inventory

The expectation of the Project Management/Pricing shall include, but is not limited to, the following:.

- Provide an overall project timeline by Location
- Propose access point(s) for ingress/egress of equipment/personnel and material(s)
- LCRBDC requests the pricing be firm by aforementioned segment and remain open and in effect for a period of not less than 30 days from the proposal due date.
- Verification that the minimum insurance coverage, including personal injury and property damage, shall be a minimum of \$2,000,000 with LCRBDC named as additional insured.
- The LCRBDC is exempt from federal, state, and local taxes. The LCRBDC will not be responsible for any taxes levied on the respondent as a result of the contract resulting from this RFP.
- The contractor shall be responsible for any damages to the levee, floodwall, recreation trail or structures caused by the activity outlined herein and said damages must be repaired consistent with LCRBDC (and U.S. Army Corps of Engineers) requirements at no additional expense to the LCRBDC.

DISCUSSION FORMAT

The LCRBDC reserves the right to conduct discussions, either oral or written, with those respondents determined by the LCRBDC to be reasonably viable to being selected for award. If discussions are held, the LCRBDC may request best and final offers. LCRBDC will schedule all discussions. Any information gathered through oral discussions should be confirmed in writing.

The LCRBDC reserves the right to reject any or all proposals received or to award, without discussions or clarifications, a contract on the basis of initial proposals received. Therefore, each proposal should contain the respondent's best terms from a price and technical standpoint.

REFERENCE SITE VISITS

The LCRBDC may request a site visit to a respondent's working support center to aid in the evaluation of the respondent's proposal.

LCRBDC OBLIGATIONS REGARDING SCOPE OF WORK

The LCRBDC accepts no obligations for costs incurred by respondents in anticipation of being awarded a contract.

The LCRBDC creates no obligation, expressed or implied, by issuing this RFP or by receipt of any responses submitted pursuant hereto. The award of any contract(s) as a result of this RFP shall be at the sole discretion of LCRBDC. Neither this RFP nor any response (proposal) submitted hereto is to be construed as a legal offer. The LCRBDC reserves the right to accept a proposal or reject all proposals. The LCRBDC reserves the right to negotiate with any one or more responders.

TYPE AND TERM OF CONTRACT

Any award made shall be contingent upon the parties entering into a contract acceptable to the LCRBDC and the contractor. The LCRBDC anticipates developing a contract with the preferred contractor. In the event the LCRBDC cannot develop a contract agreeable to it and the

contractor the LCRBDC reserves the right to reject the preferred contractor's proposal and either reject all proposals or enter into discussions/negotiations with one or more other proposers.

CONTRACT OBLIGATIONS

Although the LCRBDC anticipates that any respondent submitting a proposal will provide the major portion of the services as requested, subcontracting by the respondent is acceptable in performing the requirements of this RFP. However, the respondent must obtain the approval of LCRBDC before subcontracting any portion of the project's requirements as described herein. The respondent is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any subcontractor. Any respondent's proposal must identify all subcontractors and outline the contractual relationship between the respondent and each subcontractor.

Any subcontracts entered into by the respondent must be in compliance with all State of Indiana statutes and be subject to the provisions thereof. For each portion of the proposed products and services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the respondent and any or all subcontractors will be considered in the LCRBDC's evaluation. The respondent must furnish information to the LCRBDC as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the LCRBDC. All subcontracts held by the respondent must be made available upon request for inspection and examination by appropriate LCRBDC officials and such relationships must meet with the approval of the LCRBDC.

The respondent must list any subcontractors that are proposed to be used in providing the required products and services. The subcontractor's responsibilities under the proposal, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal.

SECRETARY OF STATE REGISTRATION

If an out-of-State respondent does not have such registration at present, the respondent should contact for the necessary application form. It is each respondent's responsibility to register prior to the initiation of any contract discussions.

Secretary of State of Indiana
Corporation Division
402 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576

DUE DATE FOR PROPOSALS AND QUESTIONS

This public notice will be advertised 9/21 and 9/28, 2011. Interested parties shall submit their sealed proposals no later than 12:00 noon on 10/12/11, at which time the sealed proposals will be opened at the LCRBDC's 6:00 p.m. monthly meeting at the Munster Town Hall, 1005 Ridge Road, Munster, Indiana. The LCRBDC reserves the right to reject any and all proposals

Dan Repay, Executive Director
Little Calumet River Basin Development Commission
900 Ridge Road, Suite H
Munster, IN 46321
(219) 595-0599

Email: drepay@littlecalumetriverbasin.org

Any proposal received by the LCRBDC after the due date and time will not be considered. Any late proposals will be returned, unopened, to the respondent.

EVALUATION CRITERIA

To facilitate the timely evaluation of proposals a person authorized to commit the respondent to its representations must sign RFP and please indicate the principal contact for the proposal along with an address, telephone, e-mail (if available), and fax number.

Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of the RFP in a cost-effective manner.

Members of LCRBDC will review all proposals. References may be contacted. It is possible that finalists will be interviewed by persons participating in the selection process. The LCRBDC may negotiate the terms of any proposal and develop an agreement mutually agreeable to the parties. If a contract can be developed an award will be made at a public Commission meeting.

This proposal is an outline of the primary contract provisions only and is neither a binding legal agreement nor should it be construed as an exclusive. Nothing contained herein shall be legally binding on either party until a mutually agreeable contract is executed by both parties.

Please feel to contact this office if there are any questions.

Sincerely,

Dan Repay
Executive Director
Little Calumet River Basin Development Commission