



Invitation for Bid
Tree Removal and Deferred Tree Maintenance

IFB MHA-005-2017

IFB Issuance	March 7, 2017
Bids Due	March 31, 2017 by or before 11:00am

Issued by:

The Housing Authority of the County of Marin

4020 Civic Center Drive

San Rafael, CA 94903

Invitation for Bid Tree Removal and Deferred Tree Maintenance

INTRODUCTION

The Housing Authority of the County of Marin (“MHA”) was organized in 1942. We are governed by a seven-member Board of Commissioners, which is comprised of two tenant commissioners and the five Marin County Supervisors. Our main purpose is to provide affordable housing to low and moderate income families, senior citizens and disabled individuals.

MHA owns and operates six public housing developments scattered throughout Marin County, which contain a total of 500 housing units. The work required under this IFB will likely take place at all six of MHA’s properties, including one family housing site and five senior/disabled sites (“Sites”).

BACKGROUND AND PURPOSE

MHA recently completed a tree inventory and health assessment which identified significant deferred tree maintenance and removal needs at all of its Sites. This IFB includes tree services for an estimated 700 trees that require different levels pruning, raising, or removal. The trees include Monterey Pines, Acacias, Eucalyptus, Cedars, Chinese Elms, and Common Plums, as well as other varieties. Tree health ranges from Good, Fair, Poor and Dead. MHA is soliciting bids to address the deferred tree maintenance and tree removal needs at these six properties, and depending on the bids received, may not be able to award a contract for all the work covered in this IFB. Additionally, MHA plans to release a solicitation later in the year to establish a contract for on-call, as-needed tree care services for all six of MHA’s public housing developments.

Each bidder shall possess at the time the bid is awarded the following classification(s) of California State Contractor's license: “C61 Limited Specialty, D-49 Tree Service License”.

A full index of the trees to be removed or maintained can be found as Attachment #7 and Attachment #8.

SCOPE OF WORK

Performance Standards:

All work shall be conducted under the supervision of a Certified Arborist, so designated by the International Society of Arboriculture and conform to the standards listed in *ANSI A-300 Part 1: Tree, Shrub, and Other Woody Plant Maintenance – Standards Practices, Pruning*, 2008 Version.

Definitions:

Removal and Stump Removal

1. Removal from Marin Housing Authority property of all above ground parts of a tree.
2. When the species of tree is a Eucalyptus, Acacia, or any specific tree so designated, the removal shall also include stump grinding to a depth of 24 inches below established grade.
3. The grindings shall be removed and the original soil grade reestablished.
4. When specified and under certain circumstances, such as when stump grinding could cause soil erosion, Eucalyptus and Acacia tree removals or any tree so designated shall include treatments to minimize stump sprouting. Those treatments shall include either chemical treatments or solarization (covering the stump with black plastic and securing the covering in such a manner as to ensure its integrity for at least a period of one year).

Priority 1 Prune

The objectives of Priority 1 Pruning shall be to reduce risk associated with unsymmetrical tree canopies, reduce heavy branch end weights, minimize loads on poor crotch unions, thin dense canopies, and raise canopies and remove root sprouts to provide clearance for intended use. Unless specified otherwise, the cumulative removal of canopy foliage shall not exceed 25%. Specific tasks shall include but not be limited to:

1. The removal of all dead or damaged branches
2. The reduction of the canopy by no more than 25% in order to reduce branch end weights
3. The restoration of canopy symmetry
4. The thinning of the overall canopy
5. Raising the canopy when the general use of the area has been obstructed. As an example, pedestrian areas shall be raised to a height of 8 feet, and roadways to a height of 14 feet.
6. In those instances, when the tree's canopy has grown into utility lines pruning shall only be conducted by tree workers certified to perform such work and in conformance with the affected utility company's standards.
7. All related debris shall be removed from Marin Housing Authority property, except as specified below under "Chips".

Priority 2 Prune

The objectives of Priority 2 Pruning shall be to reduce risk associated with dense canopies, low clearances, and the removal of dead or diseased branches. Unless specified otherwise, the cumulative removal of canopy foliage shall not exceed 25%.

Specific tasks shall include but not be limited to:

1. The removal of all dead or damaged branches
2. The thinning of the overall canopy
3. Raising the canopy or remove root sprouts in order to provide clearance for the intended use of the area. As an example, pedestrian areas shall be raised to a height of 8 feet, and roadways to a height of 14 feet.

Routine Pruning

The objectives of Routine Pruning shall be to promote sound canopy structure through canopy thinning and the removal of dead or diseased branches. Unless specified otherwise, the cumulative removal of canopy foliage shall not exceed 25%.

Specific tasks shall include but not be limited to:

1. The removal of all dead or damaged branches
2. The thinning of the overall canopy

Training Pruning

The objectives of Training Pruning shall be to promote sound canopy structure in newly planted trees through selective thinning and the removal of competing leaders. The removal or heading of low branches that will limit clearances shall also be included. Unless specified otherwise, the cumulative removal of canopy foliage shall not exceed 25%.

Specific tasks shall include but not be limited to:

1. The removal of all dead or damaged branches
2. The thinning of the overall canopy
3. The promotion of a sound leader through the removal of competing leaders
4. The removal or heading of low branches that will impede future clearance.
5. The adjustment of staking and support systems in order to allow for trunk and branch growth.

Chips

1. When trees to be worked on are located in unimproved landscaped areas such as hillsides behind buildings, upon approval by MHA, Contractor may chip such trees in place and spread chips to a uniform thickness of no more than 6" deep.

2. In improved landscaped areas, all above ground parts of the tree shall be removed from MHA property.
3. At each site, MHA may, at its sole discretion, designate a space to store up to 10 yards of chips for future landscaping use.

Bid Items

Bid Item #	Bid Item Description	Number of Trees
1	Priority 1 Removal	76
2	Priority 1 Prune	163
3	Priority 2 Removal	75
4	Priority 2 Prune	159
5	Routine Prune	182
6	Training Prune	16
7	Raise-Sidewalk	20
8	Stump Removal	9
	Grand Total	700

Summary of Trees

A summary of trees that are included in the scope of work is provided below. MHA has provided the full tree inventory in a PDF format as Attachment #7, and in searchable excel format for use by prospective bidders as Attachment #8. MHA is not responsible for any inaccuracies or bid errors resulting from prospective bidders manipulation of Attachment #8.

Work Required by Height Class	Number of Trees
Priority 1 Removal	76
00'-15'	5
15'-30'	15
30'-45'	39
45'-60'	7
60'+	10
Priority 1 Prune	163
00'-15'	6
15'-30'	22
30'-45'	57
45'-60'	33
60'+	45

Work Required by Height Class	Number of Trees
Priority 2 Removal	75
00'-15'	27
15'-30'	24
30'-45'	23
45'-60'	1
Priority 2 Prune	159
00'-15'	31
15'-30'	63
30'-45'	44
45'-60'	13
60'+	7
NA	1
Routine Prune	182
00'-15'	68
15'-30'	93
30'-45'	17
45'-60'	1
NA	3
Training Prune	16
00'-15'	10
15'-30'	1
30'-45'	3
60'+	2
Raise-Sidewalk	20
00'-15'	9
15'-30'	7
30'-45'	2
45'-60'	1
60'+	1
Stump Removal	9
00'-15'	1
15'-30'	1
30'-45'	1
45'-60'	2
NA	4
Grand Total	700

Work Schedule and Completion

1. All work must be completed by December 31, 2017.
2. Within fifteen (15) calendar days after the award of Contract, the Contractor shall prepare and submit to MHA an as-planned performance/execution schedule showing in detail how the performance and execution plans to prosecute the work within the time set for final completion. The schedule shall include the work of all trades necessary for performance and execution of the Project, and shall be sufficiently complete and comprehensive to enable progress to be monitored on a day-by-day basis. The information for each activity shall include at a minimum the activity description, duration, start date and completion date.
3. The Contractor shall take care in the preparation of the schedule to ensure that it represents an accurate and efficient plan for accomplishing the work. If the project is more than one week behind schedule, a revised schedule must be promptly submitted to MHA that shows how the Contractor plans to complete the work, but in no case shall it show a completion date later than that required by the Contract, unless a time extension has been granted. The current schedule shall be kept posted in the Contractor's project office on site.
4. The Contractor shall be responsible for the coordination of all work necessary and pertaining to the project accomplishment whether actually a part of this Contract or attendant thereto. The Contractor shall notify MHA and various utility companies, as far as possible in advance of their required work, in order that work schedules may be developed for all
5. Overtime: Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall be not less than time and one half for hours worked in excess of 40 hours per week. MHA shall consider regular time to be Monday-Friday (excluding holidays), 8:00 AM – 4:00 PM. Accordingly, MHA will pay a rate of 1.5 of the listed hourly rates herein for any work the Agency requires the successful proposer to work specifically during non-regular-time hours; however:
 - a. The Agency shall NOT be responsible to pay the successful proposer for any work that the successful proposer CHOOSES to work during non-regular-time hours; meaning, if the necessity for the work “after hours” is due to the Contractor’s lack of staffing or if such work is to support any of the work MHA expects that such work will be provided during normal work hours. The exception to this shall be if a “non-normal” action by MHA or an “Act of God” causes the Contractor to work “after hours” to solve the problem, then aforementioned over-time rule shall apply. All such overtime work must be pre-approved in writing by MHA.

Additional Notes

1. All work shall conform to all applicable law, including but not limited to: Title 24 of the California Administrative Code, the Uniform Building Code, Cal-OSHA, State requirements, County of Marin requirements, requirements of the cities of Novato, San Rafael, and Mill Valley, and all other applicable law.
2. Contractor shall complete all work necessary to apply for and secure any required permits related to completing the Work. MHA shall pay all necessary permit fees.
3. Contractor shall protect existing facilities from damage. Any damage caused by the Contractor shall be repaired or replaced at no additional cost to MHA.
4. Barricades, sign lights, etc., required for the protection of public personnel, property and material shall be provided by the Contractor for and maintained during performance/execution by the Contractor, and shall conform to all applicable law. The Contractor shall employ all means necessary to control dust at and near the site of work and along approach routes to the work site.
5. Contractor shall provide all tools, transportation, utilities, temporary facilities, storage, debris removal, supplies and other services as necessary for proper execution of the Work, and shall assume full responsibility for protection and safekeeping of the elements during performance/execution. The Contractor shall contact MHA's representative for designation of the material storage area at the job site.
6. Contractor shall maintain good housekeeping practices at the job site, to include but not be limited to:
 - Remove debris promptly from the job site and dispose of at the Contractor's approved dumpsite.
 - Leave the job site "Broom Clean" at the end of each workday.
 - Before acceptance by MHA's representative, the completed performance/execution shall be cleared, and all other touchup work completed.
7. Contractor shall be responsible for field investigation, and shall verify and be responsible for all conditions, and notify MHA's representative about any condition requiring modification or change prior to bidding. Entering into an agreement with MHA indicates that the Contractor has visited the Sites, familiarized himself or herself with existing conditions and reviewed the requirements specified in this IFB. MHA shall not authorize any extra cost due to the Contractor's

failure to inform MHA's representative of discrepancies in time to issue corrective addenda prior to bidding. The IFB documents describe the intent of the work to be performed.

8. Contractor agrees that in accordance with generally accepted Tree Services' practices, Contractor shall assume sole and complete responsibility for job site conditions during the course of performance/execution of the project, including safety of all persons and property; that this requirements shall be made to apply continuously and not be limited to normal working hours.
9. Traffic Control: Prior to beginning any work on existing streets, parking lots, or driveways, advance-warning signs shall be installed. Traffic Control shall be provided in accordance with Caltrans "Manual of Traffic Controls for performance/execution sites and maintenance work Zones" current edition and any additional county requirements. Failure to comply may result in immediate stoppage of work until the proper traffic control is in order.
10. Provide barricades to protect the general public and prevent uncontrolled access to the site at all times.
11. Contractor shall be responsible for matching existing streets, surrounding landscape, and other improvements with a smooth transition in grading to avoid any abrupt or apparent changes in grades or cross slop, low spots, or hazardous conditions.
12. Wastewater generated during the work shall not be discharged to the storm drain system. The Contractor shall make arrangements to eliminate discharge to the storm drain system and, if necessary, provide an area for onsite washing activities during performance/execution, materials that could contaminate storm runoff shall be stored in areas which are designed to prevent exposure to rainfall and not allow storm water to run onto the area.
13. Flushing of streets and parking lots to remove dirt and debris is prohibited unless proper sediment controls are used. Preferably, areas requiring cleaning should be swept.
14. Any revision or additional work required as a result of field conditions or local governing authorities shall be brought to the attention of the MHA's representative before the work is responsibility of the Contractor who shall bear all costs attributable thereto. Any and all revisions shall be in written change order form and approved and authorized by MHA before beginning work.

HUD Maintenance Wage Rates

1. Please see Attachment #2, attached hereto. HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements, which is construction-related only), MHA must ensure that Contractors do not pay its employees that perform such work for the Agency at a rate less than the rates listed on the HUD MWRD. Therefore, by submitting a proposal, each proposer is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than detailed within Attachment #2, attached hereto. Please note that, as detailed within Section 10.10 of HUD Procurement Handbook 7460.8 REV 2 (most specifically within Section 10.10.E therein), the Contractor may not be required to submit certified payrolls; however, the Contractor must make its payroll records available to either MHA or HUD on request, and failure on the part of the Contractor to comply with this requirement will be the sole responsibility of the Contractor, including any ensuing penalties, court costs, or wages due to employees as a result of the Contractor's failure to comply.

Payment

1. Cost Breakdown: Prior to submitting Contractor's first request for payment, the Contractor shall prepare and submit to MHA a cost breakdown (schedule of values) showing the major work items for each trade or operation required in completion of the Project. The work items shall be sufficiently detailed to enable MHA to accurately evaluate the completion percentages requested by the Contractor. The cost for each work item shall include overhead and profit. The total of all work item costs shall equal the amount of the Contract.
2. Scope of Payment: Payment to the Contractor at the unit price or other price fixed in the Contract for performing the work required under any item or at the lump sum price fixed in the Contract for performing all the work required under the Contract, shall be full compensation for furnishing all labor, materials, equipment and tools necessary to the work, and for performing and completing, in accordance with the Specifications, all work required under the item or under the Contract, and for all expense incurred by the Contractor for any purpose in connection with the performance and completion of said work.
3. Progress Payments: The Contractor will, on or about the last day of each month, make an estimate of the value of the work completed by Contractor in the performance of the Contract. These estimates shall be subject to the review and approval of MHA. The first such estimate will be of the value of the work completed after the Contractor commenced the performance of the Contract, and every subsequent estimate, except the final estimate, will be of the value of the work completed since the immediately preceding estimate. Such estimates will be based on labor, materials and equipment incorporated into the work, and items of materials and equipment delivered to the Project. The Contractor shall be responsible for the security and protection of such materials and equipment delivered to the Project and not incorporated in the work. Within twenty (20) calendar days after the approval of each estimate for progress payment, MHA will pay to the Contractor an amount equal to ninety (90) percent of said approved estimate. Payments may at any time be withheld if in the judgment of MHA the work is not proceeding in accordance with the Contract Documents, the Contractor is not complying with the requirements of the Contract, stop notices have been timely filed, the estimate contains an error, or MHA has incurred costs or requests reasonable financial assurances regarding defective work by the Contractor

IFB INSTRUCTIONS

This IFB is being issued, as well as any addenda, by MHA. The contact person for MHA is:

Kimberly Barnard
429 Drake Ave.
Marin City, CA 94965
kbarnard@marinhousing.org

Timetable

ACTION	DATE
IFB Issued	March 7, 2017
Optional Pre-Bid Meeting	March 14, 2017 at 1:00 PM
Question Due Date	March 20, 2017 at 3:00 PM
Responses to Questions Publicly Released	March 24, 2017
BIDS DUE AND PUBLIC BID OPENING	March 31, 2017, by or before 11:00 AM

The non-mandatory pre-bid meeting will be held on March 14, 2017 at 1:00 PM MHA’s administrative office located at 4020 Civic Center Drive in San Rafael, CA. MHA will not be leading a walk at the sites, but prospective bidders are welcome to visit the sites unaccompanied. It is **not required** that prospective bidders attend this meeting. Please RSVP to Kimberly Barnard at KBarnard@marinhousing.org to confirm attendance at the pre-bid meeting.

If you have questions regarding this IFB, you must submit them in writing to kbarnard@marinhousing.org no later than March 20, 2017 at 3:00PM.

Responses to all appropriately submitted questions will be provided on or before March 24, 2017.

Bids are due on or before March 31, 2017 at 11:00 AM and will be publicly opened immediately thereafter at 4020 Civic Center Drive in San Rafael, CA.

Responses should be placed in a sealed envelope and labeled: "IFB-005-2017"

MHA will accept bids by hand delivery and mail at the following address:

Marin Housing Authority
C/O Kimberly Barnard
4020 Civic Center Drive
San Rafael, CA 94902

Telephone or fax responses will not be accepted for this IFB.

Response / Submittal Content

To facilitate evaluation, submittals should be organized in the order of the outline given below and include the following information:

- Attachment 1: HUD Form 5369-A Certifications and Representations of Offerors
- Attachment 3: Section 3 Business Information Packet (only if claiming preference)
- Attachment 7: Bid Form
- Proof of required licenses, insurances and evidence of Certified Arborist credentials
-

Bid Evaluation

1. At the set date and time, all bids received will be opened and publicly read aloud, including the company name of the bidder and the total calculated costs proposed. At the bid opening MHA will only disclose the following information: (a) The company name of each bidder; (b) the calculated total amount bid; and (c) the identity of the apparent lowest bidder. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; MHA will, at a later time, review all bids in detail and will, in a timely manner (within 5 days), notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible (please remember, as detailed within Section 8(d) of form HUD-5369 and Section 7(b)(3) of form HUD-5369-B, MHA reserves the right to, as determined by MHA, "waive informalities and minor irregularities" in the offers received. Bids will be available for inspection by the public after the award has been completed.
 - a. Ties: In the case of bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."

2. **Responsive Evaluation:** After the public opening the “hard copy” bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by MHA in a timely manner (in any case, in no less than 10 days after such determination is made).

3. **Responsible Evaluation:** MHA will evaluate the apparent lowest responsive bidder to ensure that he/she is responsible (i.e. a firm that is qualified, responsible and able to provide to MHA the required services). If MHA ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, MHA may proceed with award. If MHA determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by MHA in a timely manner (in any case, in no less than 5 days after such determination is made); in such case MHA may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.
 - a. Depending on the amount of the award (typically for awards greater than \$150,000), it is possible that MHA may take such contract award to the MHA Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.

MHA reserves the right to conduct reference checks.

MHA reserves the right to reject any and all submissions, to waive informalities and minor irregularities in submissions received, and to accept any submission deemed to be in its best interest.

IFB Terms and Conditions

MHA reserves the right to select more than one respondent, to select respondent(s) for specific purposes or for any combination of specific purposes, and to defer the selection of any respondent(s) to a time of the MHA’s choosing.

Board and Staff Communications

Under no circumstances may any MHA Board member or any staff member other than the contact specified above be contacted during this IFB process regarding this IFB by any entity or individual intending to submit a response to this IFB. Failure to comply with this request will result in disqualification. All questions should be in writing and directed to the individual identified above.

Release of Information

Information submitted in response to this IFB will not be released by MHA during the bid evaluation process or prior to a contract award.

MHA Reserves the Right to:

MHA reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by MHA to be in its best interests.

1. MHA reserves the right not to award a contract pursuant to this IFB.
2. MHA reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful bidder(s).
3. MHA reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this IFB.
4. MHA reserves the right to retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the MHA Contracting Officer (CO).
5. MHA reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
6. MHA shall have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
7. The MHA shall reserve the right to at any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein.

IFB REQUIREMENTS AND CONDITIONS

Minimum Requirements

This IFB sets forth the minimum requirements that all submissions shall meet. Failure to submit bids in accordance with this request may render the bid unacceptable.

Clarification to Bids

MHA reserves the right to obtain clarifications of any point in a company's bid or to obtain additional information necessary to properly evaluate a particular bid. Failure of a proposer to respond to such a request for additional information or clarification could result in rejection of the company's response or responses.

Cancellation of the IFB

MHA reserves the right to cancel this IFB at any time, for any reason, and without liability if cancellation is deemed to be in the best interest of MHA. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.

Collusion

Proposer, by submitting a bid, hereby certifies that no officer, agent, or employee of MHA has a pecuniary interest in this Bid; that the Bid is made in good faith without fraud, collusion, or connection of any kind with any other proposer; and that the proposer is competing solely in its own behalf without connection with, or obligation to any undisclosed person or company.

MBE/WBE/DBE

Please complete and submit Attachment 1: HUD Form 5369-c "Certifications and Representations of Offerors" and indicate if your firm is a Minority Business Enterprise, Women Business Enterprise, or Small Business Enterprise.

You may include information about any programs or efforts to encourage participation by Minority, Women or Small Business Enterprises.

Section 3

Section 3 of the Housing and Urban Development Act of 1968 requires Marin Housing Authority to direct a portion of its spending toward low-income persons living in the communities it serves. One way MHA achieves this goal is by awarding contracts to businesses that have made a commitment to providing opportunities to low-income persons in Marin County. See Attachment 3, "Section 3 Business Information Packet", for a detailed explanation of the Section 3 requirements.

Disputes

In case of any dispute as to the participation sought hereunder, or the interpretation of the provisions of the IFB, following dispute process shall apply:

Protests (unless otherwise specified, the use of the term "protest" shall also include disputes and appeals) shall be submitted in writing, must contain the IFB number, must be delivered to the address listed in of this IFB, and must be submitted according to the time requirements listed below.

Solicitation: A solicitation may be protested. The protest must be received by the person listed above before the bid or bid submittal deadline, or it will not be considered.

Award IFB: Any protest against the award of a contract based on an IFB or appeal of a decision by MHA

to reject a bid, must be received by the Contracting Officer within three business days after notification to an unsuccessful proposer that they were not selected, or the protest will not be considered.

Rejection of Bid: Any protest of a decision by MHA to reject a bid submitted in response to an IFB must be received by the Contracting Officer within two business days after being notified in writing of MHA's decision, or the appeal will not be considered.

The decision of MHA regarding a protest shall be final and binding upon all parties.

INSURANCE REQUIREMENTS

Each policy must list MHA as a named insured. Any insurance carrier utilized to fulfill the insurance requirements of this Contract shall have a minimum A.M. Best rating of A-X. The Contractor must provide the required insurance at its own expense. Notice of occurrence shall be given to MHA's Executive Director and, at the option of the Contractor, any other MHA official permitted by law to receive notice. The Contractor and all Subcontractors waive subrogation rights against MHA for all losses. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

The insurance required shall include all major division of coverage and shall be on a comprehensive general basis including Premise and Operations (including X-C-U), Owner's Protective (as a separate policy), Products and Completed Operations, and Owned, Non-owned, Leased, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, whichever are greater:

Owner's Protective Liability	Each Occurrence	\$1 Million
	Aggregate	\$2 Million
Commercial Liability	General Aggregate	\$2 Million
Personal Injury and Advertising Limit		\$1 Million
	Each Occurrence	\$1 Million
Automotive-for all owned, non-owned, hired and leased vehicles:	Combined single limit	\$1 Million
	OR	
	Bodily injury- each person	\$100,000
	each accident	\$1 Million
Property damage	each occurrence	\$1 Million
Umbrella	Combined single limit	\$1 Million
	General aggregate	\$1 Million
Worker's Compensation	Coverage A	Statutory

Coverage B Each Accident	\$100,000
Disease-Policy limit	\$500,000
Disease-Each Employee	\$100,000

The Contractor may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above. Any such amounts must be in addition to the umbrella limits required, must list all underlying policies, and must list MHA as a named insured. Evidence of such excess liability shall be delivered to MHA in the same form and manner as the required insurance policies.

All insurance shall be written on an occurrence basis, unless MHA approves in writing coverage on a claims-made basis. Coverages whether written on an occurrence or a claims-made basis shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.

Prior to the date of the start of work authorized by the Notice to Proceed, the Contractor shall provide to the Contracting Officer, and/or his/her designee a Certificate(s) of Insurance. The certificate should be signed by a person authorized by that insurer to sign on its behalf. The certificate(s) (Accord Form 25-S or equivalent) is to be received by MHA before work commences.

Certificate(s) of Insurance must provide clear evidence that the Contractor's insurance policies contain the minimum limits of coverage, terms and conditions. Additionally, the certificate must include the following:

- Shall clearly identify the Housing Authority of the County of Marin, its officers, officials, employees, agents, Boards and Commissions as Additional Insured.

- Shall indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.

Additionally, the Contractor shall furnish to the MHA copies of any endorsements that are subsequently issued amending limits of coverage.

Use of Subcontractors must be pre-approved by the MHA. Contractor shall include all Subcontractors as insured under its policies or shall furnish separate insurance certificates and endorsements for each Subcontractor in a manner and in such time as to permit the MHA to approve them before Subcontractors' work begins. All coverages for Subcontractors shall be subject to all of the requirements stated above.

Failure to provide proof of insurance or failure to maintain insurance as required in this bid, or by law; are grounds for immediate termination of the contract. In addition, the awarded bidder should be liable for all re-procurement costs and any other remedies under law.

CONTRACT CONDITIONS

Americans with Disabilities Act

Proposer must comply with all applicable requirements of federal and state civil rights law and

rehabilitation statues.

Law of the State of California

The resulting contract will be entered into within the State of California and the law of said state, whether substantive or procedural, shall apply to the contract, and all statutory charter and ordinance provisions that is applicable to public contracts within the County of Marin and the State of California shall be followed with respect to the contract.

Contract Terms and Final Selection

The selected company shall sign MHA's Contract Agreement, which will specify the terms of service. If the selected applicant and the MHA cannot come to terms with respect to the contract, the MHA reserves the right to select the next most qualified applicant or to terminate this IFB and to re-issue a new IFB if no respondent is acceptable to MHA.

No Guarantee of Work

This IFB and any contract awarded in connection with this IFB do not guarantee any volume or duration of work.

Debarment Statement

By submitting a bid in response to this IFB, respondent agrees that they, nor any partner, subcontractor or staff member is debarred, suspended, or otherwise prohibited from conducting business with any Federal, State or Local agency.

IFB ATTACHMENTS

Attachment 1: HUD Form 5369-C Certifications and Representations of Offerors

Attachment 2: HUD Determined Maintenance Wage Rate

Attachment 3: Section 3 Business Information Packet

Attachment 4: HUD Form 5370-C "General Conditions for Non-Construction Contracts" Section 1 & 2

Attachment 5: HUD Form 5369-B Instruction to Offerors Non-Construction

Attachment 6: Bid Form

Attachment 7: PDF: Tree Inventory and Required Maintenance

Attachment 8: Excel Format Tree Inventory and Required Maintenance

Attachment 9: Tree Maps

Attachment 10: MHA Property Information

Attachment 11: MHA Sample Contract