



TOWN CANTON

REQUEST FOR PROPOSALS TO PROVIDE TREE SERVICES

PROPOSALS DUE: July 6, 2016, 2:00 PM, EST

GENERAL INFORMATION

The Town of Canton, Connecticut, (hereafter referred to as “the Town” or “Town”), seeks an appropriate and qualified company or individual to provide contracted Tree Services on an on-call basis for a period of 3 (three) years, beginning August 1, 2016. The Selected Respondent to this Request for Proposals shall serve as an independent contractor (not as an employee) and therefore shall not be entitled to any employment benefits.

QUALIFICATIONS

The Selected Respondent shall hold all applicable Occupational Health and Safety Administration (OSHA) certifications, shall supply a boom truck that extends to a height of at least 75 (seventy five) feet, shall supply a chip truck and chipper, supply a work crew consisting of at least 3 (three) persons including at least 1 (one) state of Connecticut certified arborist, and hold workers’ compensation insurance in accordance with requirements established by the state of Connecticut for all of its employees engaged in a Town project.

SCOPE OF SERVICES

The following is a non-inclusive description of tree services that the Selected Respondent shall perform:

- ✓ Remove trees
- ✓ Remove stumps
- ✓ Trim trees.
- ✓ Chip trees and remove chips.
- ✓ Remove fallen trees.

Such tree services shall be performed at the request of The Town of Canton’s Director of Public Works or his/her designee. Non-emergency requests for service shall be performed within a reasonable time of the request being communicated to the Selected Respondent. Emergency requests for service shall begin to be performed within 2 (two) hours of the request being communicated to the Selected Respondent. Whether or not a request is of an emergency or non-emergency nature, it is a determination to be made solely by the Canton Director of Public Works or his/her designee. This is a non-exclusive contract and the Town of Canton reserves the right to award tree services to other vendors when it is determined to be in its best interest of the Town to do so.

PAYMENT

The Selected Respondent shall be paid for work completed 30 days after invoices are received and approved of by the Town of Canton Director of Public Works or his/her designee.

SELECTION CRITERIA

Proposals will be reviewed and analyzed based on the following criteria:

- ✓ Respondent's completion of all RFP requirements.
- ✓ Respondent's experience providing arborist services.
- ✓ Respondent's professional references from prior serviced clients.
- ✓ Respondent's ability to meet The Town's tree service needs.
- ✓ Respondent's Fee for Services.
- ✓ Respondent's performance in possible interviews.

GENERAL CONDITIONS AND INSTRUCTIONS

Disclaimer: This Request for Proposals (hereinafter, "RFP") is not a contract offer.

Proposal Submittals: Proposals must be received by the Office of the Chief Administrative Officer, Canton Town Hall, 2nd Floor, 4 Market Street Collinsville, CT by 2:00 PM, EST, on July 6, 2016. Respondents must submit one original and one copy, at which time all bids will be publicly opened in the second floor Conference Room of the Canton Town Hall. The Town of Canton will reject bids received after that date and time.

Proposals may not be provided by electronic mail or facsimile. Proposals must be hand delivered or mailed to:

Office of the CAO
"Tree Services RFP"
4 Market Street
P.O. Box 168
Collinsville, CT 06022-0168

Questions about Proposal Requirements: Respondents with questions regarding this RFP may contact, by email only:

Robert Martin
Public Works Director
rmartin@townofcantonct.org

Addendums: Addendum(s) to the RFP may be issued by The Town. When issued, addendum(s) will be posted on The Town's website (www.townofcantonct.org) under the "Request for Proposals" link. It is the respondent's responsibility to check to see if RFP addendum(s) have been issued by The Town and to ensure that its proposal addresses all addendum(s).

Proposal Package Form: All proposals shall be typed. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal, or the party's authorized representative.

Exceptions to RFP: Any and all exceptions of the respondent(s) to the terms and specifications of this RFP shall be made in writing and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the respondent. The Town reserves the right to reject proposals which contain exceptions that The Town deems to be unacceptable.

Review of Proposals: The Town reserves the right to waive informalities, non-material defects, or clerical errors in any proposal. The Town also reserves the right to reject any and all proposals, or any part of a proposal, when said action is deemed to be in the best interest of The Town. The Town reserves the right to negotiate with one or more respondents as it sees fit. Proposals will be evaluated based on what is in the best interests of The Town. Cost will not be the sole factor in evaluating proposals. No contract rights shall accrue to a respondent unless and until The Town and the respondent execute a binding contract.

Proposal Costs: All costs incurred in the preparation of the proposals will be borne entirely by the individual / firm submitter.

Ownership of Proposals: All proposals submitted become property of The Town.

Freedom of Information: All proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

Period Commitment: Proposals shall be final and binding and may not be withdrawn or amended for 60 days from the date and time when proposals are due.

Irrevocability of Proposals: Respondent(s) may amend or withdraw their Proposals prior to this RFP's due date and time by submitting a clear and detailed written notice to The Town. Subject to the Period Commitment provision detailed herein, all Proposals become irrevocable after the date and time they are due.

Assignment and/or Subcontracting by Selected Respondents: Assignment and/or subcontracting by successful respondent(s) to third party of any contract based on the Request for Proposal or any monies due is prohibited and shall not be recognized by The Town unless approved by The Town in writing.

Collusion: Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such person responsible for said misrepresentation or collusion. In the event that The Town enters into a contract with any respondent who is responsible for a misrepresentation or collusion and such conduct is discovered after the execution of said contract, the Town may cancel said contract without incurring liability, penalty, or damages.

Commercial General Liability Insurance:

The bidder awarded this bid must provide a current Certificate of Insurance to the Chief Administrative Officer PRIOR to commencement of work, with the following requirements:

- a. Commercial General Liability:
Each Occurrence: \$1,000,000
Personal/Advertising Injury per Occurrence: \$1,000,000
General Aggregate: \$2,000,000

- Product/Completed Operations Aggregate \$2,000,000
Fire Damage Legal Liability \$ 100,000
- b. Automobile Liability:
Each Accident: \$1,000,000
Hired/Non-owned Auto Liability \$1,000,000
 - c. Worker's Compensation, as required by Connecticut State statutes.
 - d. The "Town of Canton" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance, with the Contractor's insurance being primary and the Town's insurance secondary and non-contributory.
 - e. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A: VII.
 - f. All insurance may not be canceled or modified without thirty (30) days written notice be registered U.S. Mail to: Chief Administrative Officer's Office, 4 Market Street., P. O. Box 168, Canton, CT 06022.
 - g. Umbrella Liability Insurance: Successful respondent shall provide an umbrella liability policy in excess (without restriction or limitation) of workers compensation, commercial automobile and commercial general liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate which may be amended during the term of the contract if deemed necessary by the Town at the sole cost and expense of the respondent.

Defense and Indemnification: Any person contracting with The Town must, to the fullest extent permitted by law, indemnify, defend, and hold harmless The Town and its agents and employees from and against all claims, damage, loss or expense including reasonable attorney's fees arising out of or resulting from the performance of the contract. Selected respondents shall pay any and all attorneys' fees incurred by The Town, its agents, or its employees, in enforcing any of the selected respondent's defense or indemnification obligations. In any and all claims against The Town, or any of its agents or employees, by any employee of a selected respondent, or anyone directly or indirectly employed by a selected respondent, or anyone for whose acts a selected respondent is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or a selected respondent under Workers' Compensation Acts, disability benefits acts, or other employee benefits acts.

Conflict of Interest: By submitting a proposal the respondent certifies that no officer, agent or employee of The Town who has a pecuniary interest in this request for proposal neither has nor shall participate in the contract negotiations on the part of The Town, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other respondent of the same call for proposals, and that the respondent is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm. The Respondents further acknowledge that they have read and are familiar with the requirements of the Town of Canton Code of Ethics. Respondents must fully disclose, in writing to The Town on or before the closing date of this RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the respondent were to become a

contracting party pursuant to this RFP. The Town shall review any submissions by respondents under this provision and may reject any Proposals where, in the opinion of The Town, the respondent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the respondent were to become a contracting party pursuant to this RFP. No response to this RFP will be accepted unless the attached Non-Collusion and Ethics Affidavit has been signed by an authorized representative of the Respondent.

Local Bidder Preference Policy: On any item, project or service which value exceeds \$7,500 or which is advertised through a competitive bid process and in which there is a qualified Town Based Resident Bidder, the lowest responsible bidder shall be determined in the following order:

1. A Town Based Resident Bidder which has submitted a bid not more than 10% higher than the lowest responsible bid may be awarded the bid provided such Town Based Resident Bidder agrees to accept the award of the bid at the amount of the lowest responsible bidder.
2. If more than one Town Based Resident Bidder has submitted a bid not more than 10% higher than the lowest responsible bid, the lowest responsible bidder shall be that one of the Town Based Resident Bidders which submitted the lowest bid.
3. Otherwise, the award will go to the lowest responsible bidder who would qualify if there were no Town Based Resident Bidder.

Any local vendor meeting the requirements of a Town Based Resident Bidder, as defined below, responding to the solicitation shall be required to submit a signed Local Bidder Affidavit Form with the bid submittal. Failure to submit an affidavit form, may at the option of the Town, result in disqualification as a local vendor and ineligibility for contract award.

The term "Town Based Resident Bidder" shall mean any business with a principal place of business located within the Town of Canton. A business shall not be considered to be a Town Based Resident Bidder unless evidence to establish that such business has a bona fide principal place of business in Canton is included with each bid submitted by the business. Such evidence may include documentation of ownership, or a long-term lease of the real estate from which the principal place of business is operated or payment of property taxes on the personal property of the business to be used in the performance of the bid.

The Local Bidder Preference process shall not apply under the following circumstances:

- 1) Professional services contracts which are awarded on subjective criteria in addition to cost.
- 2) Contracts using state, federal or other funds that have regulations disallowing such practice.

- 3) If the qualified Town Based Resident Bidder is not current in the payment of all local taxes.
- 4) Bids made through regional organizations or state agencies such as state contracts, CRCOG or CIRMA, when the product or services offered have already been selected through a competitive process.
- 5) Bids received through a reverse auction process.

Supplier Diversity (Set-Aside-Goals)

The contractor who is selected to perform this Town service must comply, when applicable, with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of service.

State law requires a minimum of twenty-five (25%) percent of the state –funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (DAS) under the provisions of CONN. GEN. STAT. § 4a-60g, as amended (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses). The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at http://www.ct.gov/opm/cwp/view.asp?a=390928&opmNav_GID=1806

NONDISCRIMINATION CERTIFICATION – Affidavit By Entity

For Contracts Valued at Less than \$50,000

warranties under Connecticut General Statutes §§ 4a-60a, as amended.

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the Town of Canton, valued at Less than \$50,000 for each year of the contract. Complete all sections of the form. Submit prior to the Town of Canton prior to contract execution.

Representation Of Entity:

I, _____, _____, of _____
 (Authorized Signatory) (Title) (Name of Entity)

An entity duly formed and existing under the laws of _____
(Name of State)

Represent that I am authorized to execute and deliver this representation on behalf of
_____ and that _____
(Name of Entity) (Name of Entity)

Agrees to comply with the nondiscrimination agreements and warranties of Connecticut
General Statutes § 4a-60 and 4a-60a, as amended.

TOWN OF CANTON
RFP TO PROVIDE TREE SERVICES

Directions: Provide the fee information Requested.

Full Company Name: _____

Address: _____

Dollar amounts must be written out alphabetically.

TIME PERIOD	HOURLY RATE FOR <i>EMERGENCY SERVICES</i>
August 1, 2016 through July 31,2017	\$
August 1, 2017 through July 31,2018	\$
August 1, 2018 through July 31,2019	\$

TIME PERIOD	FOUR HOUR RATE FOR <i>ROUTINE SERVICES</i>
August 1, 2014 through July 31,2015	\$
August 1, 2015 through July 31,2016	\$
August 1, 2018 through July 31,2019	\$

TIME PERIOD	EIGHT HOUR RATE FOR <i>ROUTINE SERVICES</i>
August 1, 2014 through July 31,2015	\$
August 1, 2015 through July 31,2016	\$
August 1, 2018 through July 31,2019	\$

I acknowledge that I have read and understand the RFP to provide tree services, and that I am both able and willing to meet the terms and conditions listed in this response.

Name & Title: _____

Signature: _____ Date: _____

NON-COLLUSION AND ETHICS AFFIDAVIT

STATE OF _____)
) ss. DATE _____
COUNTY OF _____)

_____ (affiant), being first duly sworn, deposes and says that:

- 1) That I am over the age of eighteen and understand the obligations of an oath.
- 2) That I am the owner, partner, officer, representative, or agent of _____, the bidder/proposer that has submitted the attached bid/proposal.
- 3) That I am fully informed respecting the preparation and contents of the attached bid/proposal and of all pertinent circumstances respecting such bid/proposal.
- 4) That such bid/proposal is genuine and is not collusive or a sham bid/proposal.
- 5) That neither the said bidder/proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including the affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder/proposer, firm or person to submit a collusive or sham bid/proposal in connection with the contract for which the attached bid/proposal has been submitted or to refrain from bidding/proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder/proposer, firm or person to fix the price or prices in the attached bid/proposal or any other bid, or to fix any overhead, profit or cost element of the bid/proposal prices or the bid proposal price of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the Town of Canton or any person interested in the proposed contract.
- 6) That any officer, agent, employee or consultant for the Town of Canton is directly or indirectly interested in the bid/proposal, or in supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.
- 7) That I have reviewed the Canton Code of Ethics, Ordinance No. 230 and acknowledge that I and the bidder/proposer are not in violation of the Code of Ethics and hereby agree to abide by the Code of Ethics during the time of any contract award.

Date this _____ day of _____, 20_____.

(Signed) _____
Affiant

(Title) _____

On this _____ day of _____, 20____, before me appeared
_____, who made oath that he/she, has read the foregoing Non-
Collusion and Ethics Affidavit and that based on his/her own knowledge believe the
same to be true.

Notary Public (My Comm. Expires _____)
Commissioner of the Superior Court

TOWN OF CANTON
RFP TO PROVIDE TREE SERVICES

Directions: Provide 3 (three) recent references, preferably governmental.

(1) Company / Individual: _____

Address: _____

Telephone: _____

Service Dates: _____

Services Provided: _____

(2) Company / Individual: _____

Address: _____

Telephone: _____

Service Dates: _____

Services Provided: _____

(3) Company / Individual: _____

Address: _____

Telephone: _____

Service Dates: _____

Services Provided: _____
