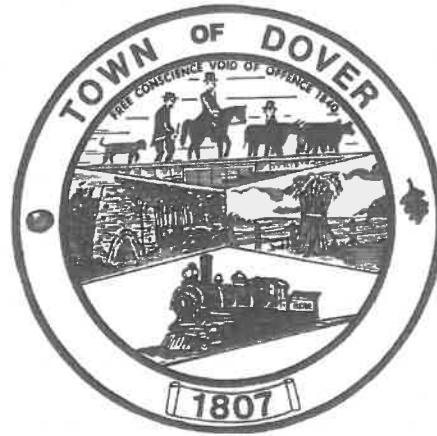


TOWN OF DOVER



REQUEST FOR PROPOSAL & SPECIFICATIONS FOR TREE REMOVAL SERVICES

FOR THE YEAR 2019

RFP Due: Tuesday, January 22, 2019
Time: 10:00 AM
Place: Town Clerk's Office
Dover Town Hall
126 East Duncan Hill Rd.
Dover Plains, NY 12522

PUBLIC NOTICE

**TOWN OF DOVER 2019 TREE REMOVAL SERVICES
REQUESTS FOR PROPOSALS**

NOTICE IS HEREBY GIVEN that the Town of Dover is currently seeking requests for proposals for Tree Removal Services for the year 2019. Requests for proposals may be obtained starting on Tuesday, January 8, 2019 at the Town of Dover Town Hall, 126 East Duncan Hill Rd., Dover Plains, NY between 8:00 a.m. and 4:00 p.m., Monday through Friday.

RFPs shall be submitted in sealed envelopes to the Town Clerk of the Town of Dover at Town Hall, 126 East Duncan Hill Road, Dover Plains, New York 12522 by 10 a.m. on Tuesday, January 22, 2019 when they will be opened and publicly read.

The Town of Dover reserves the right to reject any and all proposals or to accept the proposal which it deems most favorable to the interests of the Town of Dover.

Dated: January 8, 2019

BY ORDER OF THE TOWN BOARD

**Katie Palmer-House, Town Clerk
Town of Dover**



TOWN OF DOVER
2019 TREE REMOVAL SERVICES
INVITATION FOR REQUESTS FOR PROPOSALS

1. Sealed requests for proposals: "2019 TOWN OF DOVER TREE REMOVAL SERVICES" will be received by the Town of Dover Town Clerk's Office, 126 East Duncan Hill Road, Dover Plains, New York 12522 on or before 10 a.m. by Tuesday, January 22, 2019. At that time and place all bids received will be publicly opened and read aloud.

2. RFP applicants should read all documents contained in the package. The following documents are attached: RFP Specifications and Daily/Hour Rate Sheet; RFP Certification, Certificate of Authority, Non-Collusion Statement, Agreement to Provide Required Insurance, Required References.

3. The Town reserves the right to postpone or cancel a scheduled bid opening, or to amend or supplement the bid package. Any addendum or corrections to this invitation for bids will be made in writing.

4. All RFPs shall be submitted on the proposal form attached to this Invitation for RFP with attached certificates. The forms necessary to be submitted are the following:

- A. RFP Specifications and Daily/Hour Rate Sheet
- B. RFP Certification
- C. Certificate of Authority
- D. Non-Collusion Statement
- E. Agreement to Provide Required Insurance
- F. Required References.

RFPs shall be sealed and distinctly marked on the outside of the envelope: "TOWN OF DOVER 2019 TREE REMOVAL SERVICES."

5. The Town Board reserves the right to reject any and all proposals when such rejection is in the best interests of the public. The Town Board reserves the right to waive technicalities, irregularities, or omissions in the best interests of the Town.

6. By submission of an RFP, the applicant certifies that it is in compliance with the provisions of Article 18 of the General Municipal Law and the Ethics Code of the Town of Dover.

7. Prior to execution of a contract, the successful RFP applicant shall file with the Town of Dover Town Clerk a copy of the insurance policy with relevant endorsement pages complying with the form of contract attached to this package, which shall include:

- A. Name and address of insured;
- B. Issue date of certificate;
- C. Insurance company name;
- D. Type of coverage in effect;
- E. Policy number;
- F. Inception and expiration dates of policies included on certificate;
- G. Limit of Liability for all policies included on certificate; and
- H. Additional insured and certificate holder shall be named as the Town of Dover, 126 East Duncan Hill Road, Dover Plains, NY 12522.

8. Certified Payroll is required with the submission of each invoice and referencing **PRC# 2019000227** (New York State Dept. of Labor, Bureau of Public Work Weekly Payroll form PW-12, sample attached).



**TOWN OF DOVER
2019 TREE REMOVAL SERVICES RFP**

SPECIFICATIONS AND PRICE/COST SHEET

BUSINESS NAME: _____

CONTACT PERSON: _____

EMAIL: _____

TREE REMOVAL SERVICES

ITEM		DAILY/HOURLY RATE
75' BOOM/BUCKET TRUCK		
W/OPERATOR		
WOOD CHIPPER		
LABOR/GROUNDMAN		
STUMP GRINDING		

Tree company vendor must be able to respond to a 45-minute emergency call back time.

By signing below, the vendor agrees to respond to a 45-minute emergency call back time.

Authorized signature

Town of Dover

RFP Certification

TO: Town of Dover, NY

No member of the Town of Dover, New York, nor any officer or employee or person whose salary is payable, in whole or in part, from the treasure of said Town is directly or indirectly interested in this RFP or in the supplies, material, equipment, work or services to which is related, or in any portion of the profits thereof.

Said prospective vendor has carefully examined the instructions of the RFP, schedules and specifications prepared under the direction of the Town Clerk and will, if successful in this RFP, furnish and deliver at prices and within merchandise, services or labor which this RFP is made.

The prices quoted herein are net and exclusive of all Federal, State and Municipal sales and excise taxes.

We agree that the Town of Dover is to be the sole judge of equivalency and in submitting this RFP we agree to the decision of the Board and waive all rights to question or contest with respect to equivalency.

Further we attest that neither this company nor any of its principals have been prosed for debarment, been debarred or been suspended by a federal agency in accordance with 7 CFR part 3017.

Signature

Date

Printed Name

Title

Name of Company

Address

Telephone Number

CERTIFICATE OF AUTHORITY

I, _____
(Officer other than Officer executing proposed documents)

certify that I am the _____ of the _____
(Title) (Name of Contractor)

(the "Contractor"), a corporation duly organized and in good standing under
the _____
(Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing agreement; that _____
(Person executing proposal documents)

who signed said agreement on behalf of the Contractor was, at the time of
execution, _____ of the Contractor; that said agreement
(Title of such person)

was duly signed for in behalf of said Contractor by authority of its Board of
Directors, thereunto duly organized, and that such authority is in full force
and effect at the date hereof.

STATE OF NEW YORK) _____
COUNTY OF DUTCHESS) SS.: (Signature) (Corporate Seal)

On this _____ day of _____, 20____, before me personally came
_____ to me known, and known to me to be
the _____ of _____
(Title)

the corporation described in and which executed the above certificate, who
being by me duly sworn did depose and say that he, the said _____
resides at _____, and that he is _____
_____ of said corporation and know the corporate seal of
the said corporation; that the seal affixed to the above certificate is such
corporate seal and that it was so affixed by order of the Board of Directors of
said corporation, and that he signed his name thereto by like order.

Notary Public Country

NON-COLLUSION STATEMENT

By submission of this Request for Proposal, each RFP applicant and each person signing on behalf of any RFP applicant certifies and in the case of a joint RFP each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- (1) the price in this RFP has been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other RFP applicant or with any competitor;
- (2) unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the RFP applicant and will not knowingly be disclosed by the applicant prior to opening, directly or indirectly, to any other RFP applicant or to any competitor; and
- (3) no attempt has been made or will be made by the RFP applicant to induce any other person, partnership or corporation to submit or not to submit an RFP for the purpose of restricting competition.

State of New York)
) ss.:
County of Dutchess)

Name of Person/Business submitting RFP: _____

Officer/Partner/Individual's signature: _____

Print Name: _____

Sworn to before me on this _____ day of _____, 2016.

Notary Public

Required Insurance:

The successful Contractor shall comply with the Social Security and Unemployment Insurance Laws, as now or hereafter enforced, and holds the Town of Dover harmless against any demands for contribution of taxes with respect to the work payable under any such laws. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall, before commencing work on the Town premises, provide and maintain minimum insurance coverage until the work is completed and accepted by the Town, as follows:

<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
Workers' Compensation	Statutory
Employer's Liability	Statutory
Comprehensive General Liability	\$1,000,000
- Bodily Injury	Combined Single Limit
- Property Damage (including coverage for damage caused by blasting, collapse, or structural injury and/or damage to underground utilities where applicable, and in all instances, coverage for damage to property in the Contractor's care, custody or control) with the Town included as an additional insured.	Each Occurrence
Contractor's Protective Liability, operations of Sub-contractors, where applicable	\$2,000,000 Aggregate (General & Completed Operations)
- Bodily Injury	
- Property Damage	\$1,000,000
Contractor's Liability in accordance with agreement(s) Between Town and Contractor	Combined Single Limit
- Bodily Injury	Each Occurrence
-Property Damage	
Comprehensive Automobile Liability covering all owned, hired, and non-owned automotive equipment used by or with the permission of the Contractor (including the loading and unloading thereof)	\$1,000,000
-Bodily Injury	Combined Single Limit
-Property Damage	Each Accident
Excess Liability	\$2,000,000

All such insurance policies shall be delivered to the Town Clerk, if and when directed by the Town, and in any event, the Contractor shall arrange with the insurance carriers to furnish the Town with a completed Certificate of Insurance Form, naming the Town as additional insured, indicating that the required coverage's are in force and will not be cancelled or changed until thirty (30) days after written notice is given to the Town.

Date

Contractor's Signature

**HIGHWAY FEMA PROJECTS
REQUIRED REFERENCES**

Please list below any Municipalities for whom you have performed similar work in the past:

MUNICIPALITY NAME	CONTACT PERSON	PHONE NUMBER

Please list below any other references for which you have performed similar work in the past:

ORGANIZATION NAME	CONTACT PERSON	PHONE NUMBER

Department of Labor
Bureau of Public Work

WEEKLY PAYROLL

For Contractor's Optional Use. The use of this form meets payroll notification requirements; as stated on the Payroll Records Notification.

NAME OF CONTRACTOR <input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/>	ADDRESS
FEIN	PROJECT AND LOCATION
FOR WEEK ENDING	PROJECT OR CONTRACTOR NO.

(1) NAME, ADDRESS, AND LAST 4 DIGITS OF SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH- HOLDINGS	(3) WORK CLASSIFICATION	4) DAY AND DATE	ST or OT	(4) TOTAL HOURS	(5) RATE OF PAY	(6) GROSS AMOUNT EARNED	(7) DEDUCTIONS			(8) NET WAGES PAID FOR WEEK	
								FICA	WITH- HOLDING Tax	OTHER DEDUCTIONS		

THIS CERTIFICATION MUST BE COMPLETED ON EACH WEEKLY PAYROLL FORM USED BY THE CONTRACTOR OR SUBCONTRACTOR

Date _____
 I _____ (Name of signatory party) _____ (Title)
 do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____
 _____ (Contractor or Subcontractor)
 _____, that during the payroll period commencing on the _____
 day of _____, 20 __, and ending the _____ day of _____ 20 __
 all persons employed on said project have been paid the full weekly wages earned, that no
 rebates have been or will be made either directly or indirectly to or on behalf of said
 _____ from the full
 _____ (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or
 indirectly from the full wages earned by any person, other than permissible deductions as
 defined in Articles 8 and 9 and described below:

(2) That any payrolls submitted for the above period are correct and complete; that the
 wage rates for laborers, workers, or mechanics contained therein are not less than the
 applicable wage rates contained in any wage determination incorporated into the contract; that
 the classifications set forth therein for each laborer, worker or mechanic conform with the work
 he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
 apprenticeship program registered with a State apprenticeship agency recognized by the Bureau
 of Apprenticeship and Training, United States Department of Labor, or if no such recognized
 agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United
 States Department of Labor.

(4) That:
 (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
 - In addition to the basic hourly wage rates paid to each laborer, worker or mechanic listed
 in the above referenced payroll, payments of fringe benefits as listed in the
 contract have been or will be made to appropriate programs for the
 benefit of such employees, except as noted in Section 4(c).

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer, worker, or mechanic listed in the above-referenced payroll has been
 paid, as indicated on the payroll, an amount not less than the sum of the
 applicable basic hourly wage rate plus the amount of the required fringe benefits
 as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR
 TO CIVIL OR CRIMINAL PROSECUTION. SEE ARTICLES 8 AND 9.