



TOWN OF MEREDITH
Administrative Services
41 Main Street, Meredith, New Hampshire 03253-5861

Telephone (603) 279-4538 ♦ Fax (603) 279-1042

REQUEST FOR PROPOSAL
RFP 2016 – Swasey Park Tree Removal
August 15, 2016

I. General Information:

- A. The Town of Meredith is accepting sealed bids for **Tree Removal Services at Swasey Park** located at **12 Waukewan Avenue in Meredith, NH.**
- B. Bid specifications packets may be obtained at the Town Hall, Administrative Services Department, 41 Main Street, Meredith, NH 03253
- C. A mandatory site inspection is scheduled for all contractors on **Wednesday, August 24, 2016 at 10:00 am at Swasey Park.**
- D. All Bids must be returned **BEFORE 12:00 Noon on Wednesday, August 31, 2016** to the Administrative Services Director at Town Hall, 41 Main Street, Meredith, NH 03253. The received bids **will be opened at 12:00 Noon on Wednesday, August 31, 2016.**

II. Guidelines for Prospective Contractors:

It is the policy of the Town of Meredith, New Hampshire, acting through the Board of Selectmen and Town Manager that contracts shall be awarded only to responsible contractors. At a minimum to qualify as responsible, a prospective contractor must provide to the Town of Meredith proof that they meet the following standard requirements related to this request for proposal:

- A. Have adequate financial resources for the performance or have the ability to obtain such resources as required during the performance of the contract.
- B. Have the necessary experience, organization, technical qualifications, skills and facilities.
- C. Be able to comply with the proposed or required schedules.
- D. Have a satisfactory record of performance.
- E. Have all required State and/or Federal licenses, proof of insurance, and proof that employees are part of drug and alcohol testing program.

III. Limitations:

This Request for Proposal (RFP) does not commit the Town of Meredith to award a contract, pay any costs incurred in the preparation of a proposal to this request, procure or contract for services or supplies. The Town of Meredith reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety, this request for proposal if it is in the best interest of the town of Meredith to do so.

IV. Personnel:

The contractor's personnel shall present a neat appearance and all work shall be performed and all complaints handled with due regard to the Town public relations and in the best interests of the Town of Meredith. The Town and the Contractor shall promptly notify each other of any complaints received from anyone. The contractor shall utilize competent employees in performing the work specified in this agreement. At the request of the Town Manager, the contractor will replace any incompetent, unfaithful, abusive or disorderly person in his or her employment.

The contractor is required and hereby agrees by accepting this contract to pay all employees not less than the Federal Minimum Wage and to abide by all other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended and changed from time to time.

The contractor shall provide a statement that their firm is an Equal Opportunity Employer and that they conform to the ADA.

V. Accident Prevention:

The contractor shall exercise precaution at all times for the protection of persons or property. Safety provisions of all applicable laws and ordinances shall be strictly observed. The Town Manager or a duly authorized representative may require the contractor to discontinue hazardous work practices upon written notice. It is required that the contractor keeps the necessary guards and protective devices to prevent injury to the public or damage to public or private property.

VI. Proposal Signature:

The proposal submitted by the bidder shall be signed by an official authorized to bind the firm and shall contain a notarized statement to the effect that the proposal is a firm offer for a thirty-day (30) period. The following information must be submitted with the proposal: Name, title, address, email address and telephone numbers of individuals with authority to contractually bind the company, and the name, email address and telephone number of the contact person for clarification of submitted bid information. Also included must be a location of an office and individual where emails, calls for service or complaints may be taken including emergency contacts and telephone numbers.

VII. Contract Award:

The Town of Meredith may award a contract based on bids received. Accordingly, each offer that the bidder can submit to the Town should be submitted on the most favorable terms from a price and technical standpoint. However, the Town reserves the right to request additional data, discussions or written presentations in support of any bid documents. A contract will only be awarded if all provisions in the request for proposal have been met in the submitted bid documents.

VIII. Proposal Submission:

In order to be considered responsive, proposals must be accompanied by all required certifications and representations and must be submitted with three (3) copies to Administrative Services Director, Town of Meredith, 41 Main Street, Meredith, NH 03253. **Proposals must be received before 12:00 Noon on Wednesday, August 31, 2016**, at the Meredith Town Hall Office to be eligible for consideration by the Town of Meredith. **Each proposal shall be submitted in a sealed envelope and clearly marked “RFP 2016-Tree Removal Services at Swasey Park.** Any questions should be submitted in writing and received by the Administrative Services Department no later than three (3) calendar days before the RFP due date in order to be considered. Any changes to the RFP will be provided to all submitters of record. NO Bid deposit is required.

IX. Termination of Contract for Cause:

If, through any cause, the contractor shall fail to furnish in a timely and proper manner, its obligations under this contract, or if the contractor shall violate any of the covenants, agreements or stipulations of this contract, the Town shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination.

X. Termination by the Town:

The town may terminate the contract at any time by giving written notice to the contractor of such termination and effective date thereof at least sixty (60) days before the effective date of such termination.

XI. Contract Termination by Either Party:

For justified causes, either party may negotiate to end the contract with the exception of the above termination stipulations based on a period of no less than sixty (60) days.

XII. MANDATORY - Pre-Bid Site Inspection:

A MANDATORY pre-bid site inspection will be held at Swasey Park, 12 Waukegan Avenue at 10:00 AM on Wednesday, August 24, 2016.

XIII. Permit Responsibilities by Town:

The Town of Meredith is responsible for all easements and permits prior to beginning of the project.

XIV. Scope of Work: The Proposal Price will include all labor and materials necessary to complete the following work:

1. Take down and remove 24 dead or broken trees at Swasey Park located at 12 Waukegan Avenue.
2. All stumps will be left no more than 4” high.
3. All brush to be chipped and either removed from the property or broadcast into wooded areas.
4. Wood chips are not to be left in piles on the property.
5. All paths to be raked and cleaned.
6. The contractor will make full effort to minimize collateral damage to healthy trees while performing the required work on the 24 trees identified.

XV. Other:

This work shall be conducted under the supervision of the Parks & Recreation Director or his designee. Problems or deficiencies noted during construction should be directed to the Parks & Recreation Director at vchoiniere@meredithnh.org.

The bidder will provide three (3) references with the bid. The references should be for similar work that has been completed.

XVI. Equipment:

The contractor is responsible for providing, maintaining, operating and transporting all necessary equipment and fuel to perform the work outlined in this agreement,

XVII. Insurance:

The contractor shall at all times during the contract, maintain in full force and effect Employer’s Liability, Worker’s compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of indemnity. All insurance shall be by insurers and for policy limits acceptable to the Town of Meredith. Before commencement of any work hereunder, the contractor agrees to furnish to the Town of Meredith the Certificates of Insurance or other evidence satisfactory to the town to the effect that such insurance has been procured and is in force. The Town of Meredith shall be listed as an additional insured on all policies required and/or issued and all certificates shall contain the following express obligations: “This is to certify that the policies of insurance described herein have been issued to the insured for that which this certificate is executed and are in force at this time and date. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder.” For the purpose of this contract, the contractor shall carry the following types of insurance in least the amounts shown on the enclosed insurance coverage document. In return the Town of Meredith will provide the contractor with a Certificate of Insurance.

XVIII. Payment:

Invoices are due in duplicate and payable monthly within thirty (30) days of the date of the invoice. Invoices are to be for the actual dollar value of the service provided.

XIX. Demurrage:

Under no circumstances will demurrage be paid.

XX. Modifications after Contract Award:

The town reserves the right to incorporate minor modifications that may be required. The contractor will incorporate these changes at no additional cost but may protest such action and not be bound by any such request if he can prove that timing or extent of the modifications implies a major impact on his part.

XXI. Non-Discrimination:

The contractor shall not discriminate against any person because of race, sex, creed, color, religion, handicap or national origin in accordance with Federal and State Laws such as ADA or EOE.

XXII. Indemnity:

The contractor will indemnify, save harmless and defend the Town of Meredith, its officers, agents and employees from and against any and all suits, actions, legal proceedings, claims, demands, costs, damages, expenses and attorney's fees incidental to any work done in the performance of this contract arising out of a willful or negligent act or omission of the contractor, its officers, agents or employees; provided, however, that the contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses or attorneys fees arising out of willful or negligent act of omission of the Town, its officers, agents or employees.

XXIII. Observance of Laws and Ordinances:

The contractor shall secure all permits and licenses imposed by laws and ordinances; pay all charges, fees and violations and give all notices necessary and incidental to the Town of Meredith.

XXIV. Payments to Other Parties:

The contractor shall not obligate the Town to make any payments to another party, nor make any promises or representations to another party on behalf of the town, without prior written approval of the Town Manager or his authorized representative. No work shall be done until such written approval is given.

XXV. Obstruction of Exits and Right of Way:

The construction area and adjacent areas shall have appropriate safety markings and barricades to warn the General Public of all work and any hazards.



Price Proposal Sheet
RFP 2016 – Tree Removal Services for Swasey Park

Total Project Cost (per Scope of Work): _____

Total business days to complete work if trees are felled only _____

Total business days to complete work if trees are to be removed _____

Date you are available to complete work? _____

Contractor Information:

Contact Name: _____

Emergency Contact: _____

Business Name: _____

Mailing Address: _____

Business Telephone: _____ FAX: _____

Cell Phone: _____ E-Mail Address: _____

Signed Authorization: _____

Printed Name & Title

General Instructions:

Please return the **PRICE PROPOSAL SHEET** with all required certifications and representations, to the Administrative Services Director, Town of Meredith, 41 Main Street, Meredith, NH 03253.

Proposals must be received before noon on **Wednesday, August 31, 2016** in accordance with all requirements outlined in this RFP.

EXHIBIT A
Insurance Requirements for
Contractor for the Town of Meredith, NH

Name of Contractor: _____

Name of Insurance Company(s):

Policy Number(s):

General Liability:

General Aggregate \$2,000,000.00

Commercial General Liability Products Completion
Occurrence Operations Aggregate \$2,000,000.00

Comprehensive Form Personal & Advertising Injury \$ 500,000.00
Premises/Operation

Contractual Each Occurrence \$1,000,000.00
Independent Contractors

Board Form Property Damage Fire Damage \$ 250,000.00
Personal Injury (Any one fire)

Automobile/Equipment Liability:

(x) Any Auto	(x) Any Equipment
(x) Any Hired Auto	(x) Any Hired Equipment
(x) Non-Owned Auto	(x) Any Non-Owned Equipment

Worker's Compensation/Employee's Liability:

NH Statutory Provisions Coverage-Employee bodily injury by accident, disease and policy limit.

Other:

The Town of Meredith shall be named as additional insured and certificate holder while transporting Meredith materials or property.

EXHIBIT B

The Town of Meredith
Indemnification Agreement

The following indemnification agreement shall be and is hereby a provision of this contract:

The Contractor agrees to protect, defend, indemnify, and hold the Town of Meredith harmless from and against any and all losses, penalties, damages, settlements, costs, changes, professional fees or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance thereof.

Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

In any case, the foregoing provisions concerning indemnification shall not be constructed to indemnify the town of Meredith for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town, its officers, agents or employees.

This covenant shall survive the termination of this agreement.

Agreed upon:

Date

Company (Contractor) Name

Printed/Typed Name of Person Signing

Authorized Signature

Address of Company: _____

Phone # _____ Fax #: _____

E-Mail: _____

Emergency Contact Person: _____

Emergency Contact #'s: _____

SAMPLE

- 1. This sample should be reproduced on Company Letterhead.
- 2. Areas indicated in *Italic, Bold and Underlined* should be filled in with the indicated information.
- 3. The original when complete should be sent with the contract.

EXHIBIT C

CERTIFICATE OF VOTE

(CORPORATE NAME)

I, (Name of Clerk or Secretary), hereby certify that I am the duly elected (Clerk or Secretary), of (Name of Corporation).

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on (Date of Meeting), at which a quorum of the Board was present and voting.

DULY VOTED:

(Inserted herein should be the vote of the corporation authorizing specific officers of the corporation, on behalf of the corporation, to enter into a specific contract, lease or other agreement with the Town of Meredith and further authorizing said officers to execute any documents which may in their judgment be desirable or necessary to effect the purpose of this vote.)

I hereby certify that said vote has not been amended or repealed, remains in full force and effect as of (Date of Contract), and that (Name(s) of authorized officers(s) is/are the duly elected titles(s)), respectively of this corporation.

Attest:

_____ Date _____
 (Clerk or Secretary)

State of New Hampshire
 County of _____

On this the _____ day of _____, 20____, before me,
 _____ the undersigned officer personally appeared _____, who
 acknowledged himself/herself to the _____ of _____ corporation, and the he/she, as such
 _____, being authorized so to do executed the foregoing instrument for the purposes therein
 contained, by signing the name of the corporation by himself/herself as _____.

In witness whereof I hereunto set my hand and official seal.

 Justice of the Peace/Notary Public

SAMPLE

- 4. **This sample should be reproduced on Company Letterhead.**
- 5. **Areas indicated in *Italic, Bold and Underlined* should be filled in with the indicated information.**
- 6. **The original when complete should be sent with the contract.**

EXHIBIT C

CERTIFICATE OF AUTHORITY
(For Sole Proprietor or LLC)

I, (Name of Sole Proprietor or LLC), as owner of (Name of Company) certify that I am authorized to enter into a contract with the Town of Meredith, New Hampshire on behalf of myself.

In witness whereof, I have set my hand as sole owner of (Name of Company) this _____ day of _____, 20____.

Business Owner’s Signature

State of New Hampshire

County of _____

On this the _____ day of _____, 20____, before me, _____ the undersigned officer personally appeared _____, who acknowledged himself/herself to the _____ of _____ corporation, and the he/she, as such _____, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as _____.

In witness whereof I hereunto set my hand and official seal.

Justice of the Peace/Notary Public