

**Request for Proposals**

**Tree Planting**

**Supply and Planting 50 Kwanzan Cherry Trees**

**throughout the Village of Island Park**

**Kwanzan Trees should have a caliper size of two**

**to three inches, with a warranty of at least one year.**

**Included should be all other incidentals and**

**appurtenances for the satisfactory completion of work.**

**Legal Notice, Instructions to Bidders including Project Description and Scope of Work,**

**Deadline Schedule, Insurance Requirements, Cost Proposal,**

**Contractors Qualification Statement**

**Request for Proposal Issue Date: November 21, 2022**

**Proposal Due Date: December 2, 2022 at 11:00 am**

**Contact Information:**

**Claudia Armendinger, Village Clerk**

**Tel. 516-431-0600**

**Fax: 516-431-0436**

**Email: carmendinger@villageofislandpark.com**

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**LEGAL NOTICE**

**INCORPORATED VILLAGE OF ISLAND PARK**

**PUBLIC NOTICE TO BIDDERS**

PLEASE TAKE NOTICE THAT sealed proposals will be received by the Incorporated Village of Island Park on Friday, December 2, 2022 at 11:00 a.m. prevailing time at the Village Hall, 127 Long Beach Road, Island Park, New York at which time they will be publicly opened and read and the contract awarded as soon thereafter as practicable for:

**Supply and Plant 50 Kwanza Cherry Trees with a caliper size of two to three inches throughout the Village and all other appurtenances and incidentals necessary for the satisfactory completion of work with a warranty of one year.**

All sealed Requests for Proposals must be submitted before opening date and time and can be mailed or delivered to Village Clerk, Village of Island Park, 127 Long Beach Road, Island Park, New York 11558 or emailed to: **carmendinger@villageofislandpark.com**

The Village encourages vendors/suppliers that are certified as a Minority or Women Owned Business Enterprise to participate in our bidding process.

The Mayor and Board of Trustees reserve the right to reject any and all proposals.

**BY ORDER OF THE MAYOR AND BOARD OF TRUSTEES**

of the Incorporated Village of Island Park, New York

Claudia Armendinger

Village Clerk

Dated: November 21, 2022

Island Park, New York

**INSTRUCTIONS TO BIDDERS**

**l. Introduction and Overview**

Procurement shall only be conducted with responsible vendors who have the technical and financial competence to perform as well as an exemplary record of integrity. Before selecting a vendor, the Village of Island Park intends to review the federal and state lists of vendors excluded from procurement. Contracts shall not be awarded to debarred, suspended or ineligible vendors. Accordingly, responses to RFPs must include a completed NYS Vendor Responsibility Questionnaire and notarized certification, along with verification that a completed NYS Vendor Responsibility Questionnaire has been filed with the NYS Office of the State Comptroller: <http://www.osc.state.ny.us/vendrep/>.

In accordance with New York State General Municipal Law Section 104-b, this Request for Proposals (RFP) is designed to identify Tree Companies to Supply and Plant 50 Trees throughout the Village.

The Inc. Village of Island Park will select Professional Tree Company of the highest quality that employ adequate staff and possess the financial management capacity to be able to focus immediate attention on this project(s).

**INSTRUCTIONS TO BIDDERS**

Sealed Proposals will be received by the Village Clerk of the Inc. Village of Island Park, 127 Long Beach Road, Island Park until 11:00 AM on December 2, 2022 at which time they shall be publicly opened and read aloud and the Contract awarded as soon thereafter as may be practicable. It is the sole responsibility of the Bidder to see that his Proposal is received in the proper time. Any Proposal received after the scheduled closing time for receipt of Proposals shall be returned to the Bidder unopened.

No oral requests for information, clarification or interpretation will be honored. All such requests should be submitted to the Village Clerk in writing according to **SCHEDULE A - DEADLINE SCHEDULE.** All replies to such requests will be made in the form of an Addendum and will be sent to each prospective bidder who received initial copies of the Bid Package and Specifications.

Bidders are cautioned not to submit proposals until after having inspected the site of the proposed work and having made themselves familiar with local conditions. The attention of persons intending to submit proposals is specifically called to be informed that the contract will contain a paragraph which debars a contractor from pleading misunderstanding or deception because of estimates of quantities and location or other conditions surrounding same.

Should additional work be required other than the items specified in the Bid Documents and for which no unit price has been bid, same shall be executed at the price agreed upon in writing and approved by the Village.

The Contractor is specifically directed to become familiar with the existence of aerial, surface or subsurface structures of municipal or other public service corporations within and surrounding the construction site. The Contractor will be required to determine the exact locations and elevations of all pertinent structures, utilities and facilities before Tree Planting will begin so there will be no interference with the work. Conflict between existing structures, utilities and facilities and Tree Planting work shall be ascertained by the Contractor and considered in preparation of their bid submission.

Respondents will be reviewed on the basis of their eligibility and ability to provide services in a manner sensitive to specific requirements and timetables established by the Village of Island Park.

**INSTRUCTIONS TO BIDDERS**

The successful Bidder will commence work on the date to be ordered by the Contract as the date of such commencement and shall fully complete the work within the number of consecutive calendar days from said date herein after as the period for completion of this Contract. In case the successful Bidder has failed to complete the work hereunder in accordance with the specifications and time frame specified for the Project as per the Contract, the successful Bidder shall pay the Inc. Village of Island Park the sum of $1,000.00 for each calendar week that said work shall remain so unfinished.

The Village reserves the right to award a Contract resulting from this solicitation based on the evaluation criteria set forth in the Request for Proposal and to reject any and all bids and to award the Contract to the Bidder who best serves the interest of the Inc. Village of Island Park.

**ll. Project Description**

The Incorporated Village of Island Park is seeking proposals from qualified Professional Tree Companies to Supply and Plant 50 Kwanzan Cherry Trees throughout the Village. The selected firm will assist the Village in coordinating project activities (including reporting and scheduling) to ensure compliance with Project requirements established by the Village. The selected Company must demonstrate their experience providing Professional Tree Project Services in the State of New York.

**lll. Deadlines and Completion Date**

The Insurance Requirements and Contractors Qualification Statement along with the Cost Proposal must be delivered in separate envelopes to the Inc. Village of Island Park in accordance with **SCHEDULE A**. Proposals are due on December 2, 2022 at 11:00 a.m.

**lV. Scope of Work**

The Incorporated Village of Island Park is seeking proposals from qualified Professional Tree Companies to Supply and Plant 50 Kwanzan Cherry Trees throughout the Village. Daily project activities will include coordinating the location of the tree to be planted with Village staff and documentation of completion.

The planting area shall be maintained so as that no tripping hazards exist in the interest of public safety to prevent injury. The public right-of-way shall remain clear of any obstructions, hazards or structures that present a danger to the public and impede the safe movement of individuals.

**Description of Work**

1. The selected Tree Company shall supply 50 trees of the following size and species:

**Kwanzan Cherry Trees**

The Village desires to plant a species that is conducive to the soil and climate conditions that exist in the Village along with salt water exposure during extreme weather events.

1. The Tree Company will provide a One Year Warranty (One Growing Season) for all trees supplied to the Village.
2. The Tree Company will plant the selected tree in the location identified by the Village, in some cases a location where a tree was removed and the stump ground.
3. The Tree Company will place peat moss and fertilizer (Bio stimulant Fertilizer) at the location of the planted tree.
4. The Tree Company will irrigate the tree with water and place a filled 20-gallon Gator Bag on the tree.
5. It is the responsibility of the Tree Company to remove and dispose of all debris and material generated by the planting process. The Tree Company will check the area to ensure the area is level with the surrounding ground and all debris has been removed so that no trip hazards are present to pose a danger to the public.
6. All work involving public utilities shall be coordinated by the Tree Company and the Village with the respective utility company.
7. If, in the opinion of the Village, the Tree Company is using unsafe tools, methods or unsatisfactory maintenance of traffic is employed, work shall be stopped until such unsafe conditions have been corrected.
8. The Tree Company shall protect all plants, curbs, pavements, walls, buildings, structures, utilities and other features on the roads and paths of all adjacent properties. The Tree Company shall be liable for any injuries and damage. Replacements and restoration shall be approved by the Village.

9. The Tree Company shall not be allowed to store trucks, equipment, debris or material at the Public Works Garage during the Tree Planting Program.

10. The Village may approve the delivery of trees to the Public Works Garage for staging prior to planting.

**INSTRUCTIONS TO BIDDERS**

The Professional Tree Company shall include documentation in the Proposal that demonstrates the firm is adequately staffed, skilled and experienced to perform the services required by the Village. The Tree Company must submit the resumes of all personnel proposed for the Tree Planting Project. All Proposals shall include a schedule of hourly rates for all employees designated to be involved in Project. The Tree Company shall provide an approved Principle to manage designated project phases in coordination with and as directed by the Village.

Special precautions shall be taken to barricade all obstructions as a safeguard to pedestrian and vehicular traffic. During the period when it will be impossible for normal access to the homes and businesses via pedestrian or vehicular traffic along the line of work, temporary provisions shall be made so that access can be obtained.

The Contractor shall not allow waste materials, surplus soil, or rubbish to accumulate, but shall promptly remove the same. At the completion of work at each location and throughout the project, the contractor shall remove tools, surplus material and rubbish from the area and shall leave the work site thoroughly clean and ready for use.

The contractor agrees that no laborer, workman or mechanic in the employ of the contractor, subcontractor or other persons doing or contracting to do the whole or part of the work contemplated by this contract, shall be permitted or required to work normally more than eight (8) hours in any one calendar day or more than five (5) days in any one week, except in cases where the Village determines that there is an extraordinary emergency caused by an act of God or danger to life or property. The contractor further agrees that the wages to be paid for a legal day's work, as defined in Section 220, of the Labor Law, shall not be less than the Prevailing Rate of Wage for a day's work in the same trade or occupation in the locality where the public work under this contract is to be performed. In accordance with Section 220-d of the Labor Law, the contractor agrees that the laborers, workmen and/or mechanics to be employed on the work to be performed hereunder shall be paid not less than the hourly minimum rate of wage as determined by the Industrial Commissioner of the Department of Labor of the State of New York. Attention is called to the fact that there are minimum rates as provided by law, and should the contractor be compelled or desire to pay higher rates, no claim against the Village will be entertained therefore.

The Contractor and his Subcontractors shall not employ any labor, materials or means whose employment, or utilization during the course of this contract, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of work or similar troubles by workmen employed by the Contractor or his Subcontractor or by any of the trades working in or about the job site where work is being performed under this contract, for any other contract, or by other subcontractors pursuant to other contracts, or an any other building or premises or job site owned or operated by the Incorporated Village of Island Park. Any violations of this requirement by the contractor may, upon certification of the Village, be considered as proper and sufficient cause for canceling and terminating this contract.

**INSTRUCTIONS TO BIDDERS**

Supplements to employees paid by the contractor are to be paid a federally qualified pension, health or welfare program and a New York state registered Apprentice Training Program. Direct payments in cash for supplements will not be allowed.

Where work performed under this contract involves a trade or corporation licensed by the Village, the contractor shall be required to have such a license.

In accordance with the provisions of Section 220-e of the Labor Law, the Contractor agrees as follows:

* 1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor, Subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex or national origin discriminated against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates:
  2. That no Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color sex or national origin:
  3. Not used
  4. That this contract may be cancelled or terminated by the Village, and all monies due, or to become due, hereunder may be forfeited; for a second or any subsequent violation of the terms or conditions of the contract.

This contract shall be void unless Section 222 of the Labor Law, Sections 291 through 299 of the Executive Law and the Civil Rights Law are complied with. The contractor will also comply with all findings and requests of the State Commissioner for Human Rights.

It shall be required that (a) in the employment of laborers and mechanics for work on the project, preference shall be given to qualified local residents: (b) no person under the age of eighteen (18) years shall be employed on the project, (c) no person currently serving a sentence in a penal or correctional institution and no inmate of an institution or mentally defective shall be employed on the project and (d) no person whose age, mental or physical condition is such as to make his health or safety or to the health or safety of others, shall be employed on the project provided that he shall not operate against the employment of mentally or physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform.

There shall be paid each laborer or mechanic of the Contractor or Subcontractor engaged in work on the project under this contract in trade or occupation listed in the specifications, not less than the hourly wage rate set opposite the same, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such laborers and mechanics. All disputes in regard to the payment of wages in excess of those specified in this contract shall be adjusted by the Contractor.

**INSTRUCTIONS TO BIDDERS**

Any laborer or mechanic employed to perform work on the project under this contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the minimum rate of wages specified herein for the classification which most nearly corresponds to the work to be performed by him, and such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

The minimum wage rates for apprentices shall apply only to persons working with the tools of the trade while they are learning under the direct supervision of journeymen mechanics, except as otherwise required by law, the number of apprentices in each trade or occupation employed by the contractor or any subcontractor shall not exceed the number permitted by the applicable standards of the New York State Department of Labor, or in the absence of such standards, the number permitted under the usual practice prevailing between unions and the employer's associations of the respective trades or occupations.

The Contractor agrees that in case of underpayment of wages to any worker on the project under this contract by the Contractor or any Subcontractor, the Village may withhold from the contractor out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this contract and the wages actually paid such worker for the total number of hours worked and the Village may disburse such amount so withheld by it, for and on account of the Contractor, to the employee to whom such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this section may be in addition to the percentages to be retained by the Village pursuant to other provisions of this contract.

The Contractor shall post on appropriate conspicuous bulletin boards at the site of the project a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in the work on the project under this contract and all deductions, if any. Required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

The Contractor and each of his Subcontractors shall pay each of his employees engaged in the work on the project in full, and not less often than once each week. Less legally required deductions; provided that when circumstances render payment in cash infeasible or impracticable, payment by check may be affected upon consideration that funds are made available in a local bank and checks may be cashed without charge, trade requirements or inconvenience to the worker. This by approval of the Village.

The safety provisions in the Specifications are primarily to protect Village property and the public against unsafe acts of the Contractor. The Occupational Safety and Health Act of 1970 requires that: “Each Employer (1) shall furnish to each of their employees’ employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to their employees; (2) shall comply with the occupational safety and health standards promulgated under this Act.” The regulations in the Act may be more stringent than are required by these Specifications. The Contractor, however, must conform to the O.S.H.A. Regulations and such conformance shall not be reason to demand additional payment or claim extra work.

**INSTRUCTIONS TO BIDDERS**

Upon direction by the Village, the Contractor shall remove, reconstruct, and repair, in a satisfactory manner, any part or parts of the work which may be determined by the Village as not having been done in accordance with these Specifications or instructions given by the Village. This work shall be done at the Contractor’s expense.

The Village shall directly reimburse the Tree Planting Company for printing of presentation materials and other miscellaneous items as required and approved by the Village.

All work must comply with federal, state and local codes, regulation, laws and ordinances.

**V. Submittal Content**

Respondent must supply one (1) original and five (5) copies of its submission to the attention of

Claudia Armendinger, Village Clerk, no later than 11:00 am on December 2, 2022.

Claudia Armendinger

Village Clerk

Inc. Village of Island Park

127 Long Beach Road

Island Park, New York 11558

[carmendinger@villageofislandpark.com](mailto:carmendinger@villageofislandpark.com)

The Proposal must contain the following information and documentation:

* **Firm.** Respondent’s legal structure, length of time in business, number of employees and detailed contact information for the person authorized to contractually obligate the Respondent and for the person administratively responsible for the Proposal.
* **Subconsultants.** Identify any Subconsultants, including a summary of the organization, experience and technical skills. Respondent shall not employ, contract with, or use the services of any consultant for the work of this Contract (except such third parties which may be used by the Respondent in the normal course of business, such as couriers, imaging services, etc.) without obtaining the prior written approval of the Inc. Village of Island Park.
* **Disclosure.** Disclose all allegations or claims of substandard work, unethical or illegal practices or debarment or suspension from State- or Federally-funded projects, and provide documentation as to the resolution of these matters. Respondent must not be suspended or debarred from participation in State- or Federally-funded projects. Include completed NYS Vendor Responsibility Questionnaire, with notarized certification. <http://www.osc.state.ny.us/vendrep/>.

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**SCHEDULE A**

**DEADLINE SCHEDULE**

A.  Date for Publication of Notice: **September 22, 2022**

B.  Date for Submission of Proposals: **December 2, 2022 at 11:00am**

C. Date for Award:  **December 7, 2022**

The Inc. Village of Island Park reserves the right to modify this Timeline as necessary.

Changes to the Timeline will be forwarded to all respondents.

Changes to the Timeline will also be published at www.villageofislandpark.com.

All Product description, specifications and the Technical Factors with Cost Proposals shall be submitted in hard copy, signed in the original, and received and date stamped by the Owner on or before 11:00 am. on October 17, 2022.

Respondent is responsible for meeting all deadlines.

**SCHEDULE B**

**INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS/SUB-CONTRACTORS**

**Page 1 of 3**

The independent contractor shall maintain at a minimum the following insurance giving evidence of same to Inc. Village of Island Park on **the form of Certificates of Insurance, copies of the General Liability Declaration Page and copy of the Additional Insured Endorsement, providing 30 days’ notice of cancellation, non-renewal or material change.** New York State licensed carrier is preferred; any non-licensed carriers will be accepted at the Municipalities discretion. The insurance carrier must have an A.M. Best rating of at least A- IX. All subcontractors must adhere to the same insurance requirements.

I. Workers Compensation and NYS Disability

Coverage Statutory

Extensions Voluntary Compensation; All States Coverage

Employers Liability - Unlimited

II. Commercial General Liability

Coverage and Limits Occurrence - 1988 ISO or equivalent

General Aggregate $2,000,000

Products & Completed Operations $2,000,000

Personal & Advertising Injury $1,000,000

Per Occurrence Limit $1,000,000

Fire Damage $ 50,000

Medical Expense $ 5,000

Additional Insured Inc. Village of Island Park, all elected and appointed officials, employees and volunteers using ISO Form CG2010 (B) or equivalent including Products and Completed Operations.

Extension - Mandatory Aggregate Limits to apply per project.

Contractual Liability to extend to Hold Harmless

Extension – If Possible Endorsement showing that this policy is considered primary and non-contributory.

Waiver of Subrogation in favor of the additional insured.

**SCHEDULE B**

**INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS/SUB-CONTRACTORS**

**Page 2 of 3**

III. Automobile Insurance

Limit $1,000,000. Combined Single Limit

Additional Insured Inc. Village of Island Park, all elected and appointed officials, employees and volunteers.

IV. Umbrella Liability

Coverage Umbrella Form, or Excess Follow Form

Minimum Limit $5,000,000.

Additional Insured Inc. Village of Island Park, all elected and appointed officials, employees and volunteers.

**SCHEDULE B**

**INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS/SUB-CONTRACTORS**

**Page 3 of 3**

INDEMNIFICATION/HOLD HARMLESS AGREEMENT

The Vendor/Contractor shall indemnify and hold harmless the Inc. Village of Island Park, its officers, employees, and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable of unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the Vendor/Contractor or its subcontractors, agents, servants, or employees, including without limiting the generality of the forgoing, all liability, damages, loss, claims, attorneys, court and adjusting fees, demands and actions on account of personal injury, death or property loss to the Inc. Village of Island Park its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of the Inc. Village of Island Park. This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract; for strict liability or other liability without fault; under statute, rule, regulation or order; and otherwise.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement the \_\_\_ day of \_\_\_\_\_\_\_\_\_, 202\_\_. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Firm

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor’s Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Please Print Name and Title)

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE C**

**COST PROPOSAL**

**Page 1 of 2**

The Incorporated Village of Island Park is seeking Professional Tree Services to Supply and Plant 50 Kwanza Cherry Trees throughout the Village.

Bidder:

Date:

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with the

Incorporated Village of Island Park in the form of contract specified below, to furnish all necessary mate­rials, equipment, means of transpor­tation and labor necessary to provide Professional Tree Services to Supply and Plant 50 Trees throughout the Village in full and complete accordance with the RFP and contract documents, to the full and entire satisfaction of the Incorporated Village of Island Park.

The Incorporated Village of Island Park is seeking qualified Professional Tree Services to Supply and Plant 50 Trees throughout the Village.

Base Bid:

Dollars ($)

**SCHEDULE C**

**COST PROPOSAL**

**Page 2 of 2**

**Cost Proposal Signature Page**

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the bidder shall be deemed to have abandoned the Contract.

Respectfully submitted this day by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

(Name of firm or corporation making bid)

WITNESS: By:

Signature

\_\_\_\_ Name:

(Proprietorship or Partnership) Print or type

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Owner/Partner/Pres./V.Pres)

Address

ATTEST:

By: License No.

Title: Federal I.D. No.

(Corp. Sec. or Asst. Sec. only)

Email Address:

(CORPORATE SEAL)