

Invitation for Bid

Tree Removal

for

The New York State Asian Longhorned Beetle Program

**IFB Issued: April 21, 2008
Mandatory Pre-bid Conference: May 5, 2008
Proposal Due: May 23, 2008**

By



**State of New York
Department of Agriculture and Markets
Division of Plant Industry
10B Airline Drive
Albany, NY 12235
(518) 457-2087**

STATE OF NEW YORK
DEPARTMENT OF AGRICULTURE AND MARKETS

Invitation for
ASIAN LONGHORNED BEETLE PROGRAM

INTRODUCTION

The Department of Agriculture and Markets is inviting bids for the removal and disposal of trees, shrubs, and stumps infested or exposed to infestation by the Asian Longhorned Beetle. Bids will be accepted for two regions. Bidders may bid on either one or both regions. The first region consists of the counties of New York, Kings, Queens, and Richmond. The second region consists of Suffolk and Nassau counties.

BID SUBMISSION REQUIREMENTS

Each bidder must attend a pre-bid conference on May 5, 2008 and submit a bid package consisting of four (4) copies of the bid sheets, experience and references and one (1) copy of each required certification or qualification. Packages **MUST BE RECEIVED** in the Department of Agriculture and Market's Albany office (the Department) not later than 4:00 P.M. EDT on May 23, 2008. Bids received after the scheduled date and time will not be accepted.

To ensure that each bid is handled correctly upon receipt and remains unopened until that date, bidders shall clearly mark each package of materials submitted with the following: "Tree Removal IFB." This marking may appear either on the shipping container or on a secured package inside the shipping container. Bid packages shipped or mailed shall be addressed to:

Tree Removal IFB
Lucy Roberson, Director
Division of Fiscal Management
New York State Department of Agriculture and Markets
10B Airline Drive
Albany, New York 12235

Packages may be hand delivered to the receptionist in the Department's office at 10B Airline Drive, Albany NY. Proposals will not be accepted via fax or e-mail.

QUESTIONS CONCERNING THE IFB

Prospective bidders with questions concerning this Invitation for Bid (IFB) should present those questions in writing to:

Joan Mahoney
Division of Plant Industry
New York State Department of Agriculture and Markets
320 Merrick Road
Amityville, New York 11701
Fax: (631) 598-5963
E-mail: joan.mahoney@agmkt.state.ny.us

All questions shall be submitted in writing (fax or email will be accepted) to Joan Mahoney by 4:30 P.M. EDT May 9, 2008. Bidders should note that all clarifications are to be resolved prior to the submission of a bid. A list of questions about the IFB, answers to those questions (including questions from the pre-bid conference), as well as any addenda to the IFB, will be posted in the "Funding Opportunities" section of the Department's website, www.agmkt.state.ny.us, along with the electronic version of this IFB. Questions and responses will be posted on the website by May 16, 2008. If you are unable to access the website, please contact:

Melissa Heath
NYS Department of Agriculture and Markets
Division of Plant Industry
10B Airline Drive
Albany, NY 12235
(518) 457-2087
E-mail: melissa.heath@agmkt.state.ny.us

to arrange for alternate delivery. All questions and answers shall be incorporated into this IFB as a formal addendum.

MANDATORY PRE-BID CONFERENCE

The Department will hold a mandatory pre-bid conference at 11:00 AM on May 5, 2008, located at 320 Merrick Road, Amityville, NY 11701. The purpose of this conference is to brief bidders on the present program and answer questions regarding the IFB.

Potential bidders shall notify the Department by May 2, 2008 of intent to attend by mailing or faxing the attached form (Attachment # 1) as instructed. This notification will permit the Department to prepare handout materials for all participants.

Bids will only be accepted from firms that register for and attend this conference. Questions and answers from this conference will be posted on the Department's website by May 16, 2008.

KEY EVENTS/DATES

IFB Issued	April 21, 2008
Mandatory Pre-Bid Conference	May 5, 2008
Deadline for Questions	May 9, 2008
Last update of answers or issuance of IFB Addendum	May 16, 2008
Submission Deadline	May 23, 2008

TERM

The Department is seeking bids for an initial 12-month contract expected to begin no sooner than June 1, 2008. Any contract(s) awarded will contain a provision authorizing renewal or extensions of the contract at the Department's option for an additional 12-month period. If the Department decides to renew the contract, the bid prices will remain in effect.

BACKGROUND AND PURPOSE

The Federal State Cooperative Asian Longhorned Beetle Program was established in 1996 after the discovery of Asian Longhorned Beetles on several hardwood trees in the Greenpoint section of Brooklyn, New York. The United States Secretary of Agriculture declared an extraordinary emergency in order to combat the infestation with regulatory and control actions.

Asian Longhorned Beetles are believed to have been introduced into the United States on solid wood packing material accompanying cargo shipments from Asia. The beetle infestation in New York spread to Long Island, Queens, and Manhattan. In 1998, a

separate introduction of the beetle was discovered on trees in the suburbs of Chicago, Illinois. Beetles were also detected in two separate New Jersey locations. Currently, USDA's Animal and Plant Health Inspection Service's (APHIS) Plant Protection and Quarantine Division is implementing quarantine and control strategies in NY, IL and NJ that seek to eradicate this serious pest from the United States.

The Asian Longhorned Beetle is classified in the wood boring beetle family (Cerambycidae). Adults are 1 to 1½ inches in length with long antennae and are shiny black with small white markings on the body and antennae. After mating, adult females chew depressions into the bark of various hardwood tree species in which they lay their eggs. Once the eggs hatch, small white larvae bore their way through the cambium into the tree, feeding on the sensitive vascular layer beneath. The larvae continue to feed deeper into the tree's heartwood forming tunnels, or galleries, in the trunk and branches. This damage weakens the integrity of the tree and will eventually kill it if the infestation is severe enough. Over the course of a year, larva will mature and then pupate near the surface, under the bark. From the pupa, an adult beetle emerges, chewing its way out of the tree; forming characteristic round exit holes approximately 3/8ths of an inch in diameter. Many of these holes will appear on a heavily infested tree frequently accompanied by sawdust and sap oozing from the holes. The emergence of the beetles typically takes place from June through October with adults then flying in search of mates and new egg-laying sites to complete their life cycle. (From www.aphis.usda.gov).

The objective of this contract is to remove trees infested or exposed to infestation by the Asian Longhorned Beetle as they are discovered. Most of the trees are located on private property. The Department may direct the contractor to remove trees on residential or private properties and in some locations trees situated on streets or municipal properties. This contract provides for furnishing all labor, materials and equipment, together with all work incidental thereto necessary or required, on an as needed basis, for the removal and disposal of trees and their stumps infested by the Asian Longhorned Beetle, as directed by the New York State Department of Agriculture and Markets. Payment will be made at an hourly unit price for combined crew and equipment.

The work to be performed extends to the counties of Richmond, New York, Kings, Queens, Nassau and Suffolk. New York, Kings, Queens and Richmond Counties will be bid together as one contract area (New York City) and Suffolk and Nassau Counties will be bid together (Long Island). Refer to the attached bid sheets (Attachment #2) for details of work to be performed in each area.

The Department is responsible through its cooperative agreement with USDA-APHIS for identification of trees infested with the Asian Longhorned Beetle. The Department will secure approval from the property owner to access the site and remove the tree(s) and/or shrubbery. The Department will notify the successful bidder subsequent to property owner approval. Under the contract, the successful bidder will have a total of ten (10) business days from the point of Department notification to arrange access with the property owner/resident(s) and to cut, remove and dispose of the identified tree(s).

The description of the work is for general information only. It is not to be construed as an exclusive definition of the quantity or type of work that will be required.

TREE REMOVAL METHOD

Tree removal is defined as cutting the infested or exposed trees, chipping all branches, boughs, and trunks, grinding all stumps (including surface and buttress roots) to a depth of six inches (6") below grade level, and filling any remaining hole or dip with topsoil and seeding, along with any other incidental work. All wood must be chipped, ground, or shredded inside the quarantine zone a size of less than one inch (1") in at least two dimensions. Chips of this size are no longer subject to federal or State regulations and may be disposed of at the successful bidder's discretion.

Tree removal activities will require federal and State oversight to ensure that tree removal work is limited to infested or suspect trees, to provide verification of infestation or exposure to infestation and to certify the proper handling and disposal of tree debris in accordance with 1 NYCRR Part 139 (Attachment #3). The contractor must not commence removal activities without a Department representative on site.

The successful bidder shall become familiar with restrictions and regulations established by all governing authorities having jurisdiction. Implementation of restrictions and regulations will not be considered as grounds for any additional costs over the contract sum.

At each marked tree location, the successful bidder will perform the following work:

- a. Cut trees, grind stumps to six inches (6") below grade. All trees shall be topped and limbed prior to felling. Where appropriate, ropes shall be used to avoid damage to surrounding property. Excavate and backfill as required after removal. The successful bidder shall remove all branches, sweep and restore to original condition all paved areas, parking areas, lawns and sidewalks that have been disturbed by the work performed during the day by the end of that day's work.
- b. The excavated area shall be filled with topsoil. The topsoil shall be firmly tamped. Topsoil shall be mounded to three inches (3") above the existing grade to account for further settling. Seed will be applied where necessary.
- c. Chipping, grinding, or shredding of all branches, boughs, and the trunk of each tree must occur on site or at an approved central location within the Quarantine Zone. Debris must be chipped, ground, or shredded to a size of less than one inch (1") in two or more dimensions. Wood chips that exceed this size must be rechipped to meet that specification or transported to a Department approved incineration site. Cost of incineration due to chip size being exceeded and the cost of transportation to the incineration facility will be the responsibility of the successful bidder.

- d. Tree stumps that are not associated with removal of a tree or that are not ground the same day in which removal is scheduled will be billed at the rate for stump grinding. Stumps will be ground to a depth of six inches (6") below grade, backfilled with topsoil and seed applied where necessary.
- e. Tree stumps that are unable to be ground to a depth of six inches (6") below grade because of imbedded objects or obstructions are to be treated with an undiluted Garlon3A (herbicide) solution using the Stump Treatment method under the Cut Surface Treatment heading (see label, Attachment # 4). Application is only to be made under the direction of the Department's representative and by a New York State certified commercial pesticide applicator. All applications are to be made in accordance with New York State pesticide laws and regulations.
- f. In the event that the successful bidder must bring the chipped/ground/shredded material to a Department approved incineration site, the contractor must complete and submit tracking forms that record and document loads, load sizes, points of origin, times of departure, points of chipping, times received, points of incineration times received, and volumes of materials at each facility. Each form must contain a place for signature of the Department representative to verify information listed.
- g. The successful bidder shall be responsible for removal and replacement of any obstructing objects that limit accessibility to the tree, shrub or stump to be removed. If the object is one that provides its owner with privacy or security, it shall be replaced to its original condition or better, prior to the onset of darkness and prior to the end of the removal operation. The successful bidder shall be responsible for said security and all losses, etc. until security has been restored equal to its original form.
- h. Protect adjoining structures, adjoining areas, etc. from damage from tree removal. If damage occurs, the successful bidder shall immediately return the damaged areas to original condition at no additional cost to the State.

All work shall be performed in a professional manner and in accordance with the most current version of the American National Standards for Tree Care Operations: Tree, Shrub, and other Woody Plant Maintenance and Standard Practices A-300 (rev. 2001), published by the American National Standards Institute (ANSI).

All work shall be performed by skilled persons directly employed and supervised by the successful bidder.

INCREASE OR DECREASE AMOUNT OF WORK

The amount of work listed in the bid sheet is only an estimate. The Department shall have no obligation to order any particular amount of work. The Department shall reserve the right to increase, decrease or delete in its entirety the amount of work listed. Estimates are provided as a general guide to enable the bidders to estimate the hourly rate for bidding purposes.

CONTRACTOR QUALIFICATIONS

The Department is seeking proposals from experienced companies with the personnel, facilities, and organization to meet the demands of a contract of this type. Bidders shall comply with the laws of the State of New York and shall possess or obtain any required licenses, permits or authorizations.

The Department will only consider bidders who meet the following qualifications.

- a. At least one employee of the company must be a qualified line clearance tree trimmer. Qualifications must be presented to the Department by May 9, 2008. The Department's decision will be provided no later than May 16, 2008.
- b. At least one employee of the company must be certified as a New York State commercial pesticide applicator or the contractor must furnish the name of a subcontractor to apply Garlon 3A to stumps not ground below grade.
- c. At least one member of the company must possess either a certificate as an "Arborist" from the International Society of Arboriculture (ISA) or an equivalent certification or experience. Requests for recognition of equivalent certification or experience must be received by the Department by May 9, 2008. The Department's decision will be provided no later than May 16, 2008.
- d. Bidders must provide documentation certifying that the majority of the company's work for the past three (3) years has been primarily in the performance of tree removal/maintenance work.
- e. Bidders must provide references from previous clients proving that the company performed work on contracts of comparable scope.
- f. Before commencing work, the successful bidder shall be certified by the Department to perform work within the Asian Longhorned Beetle Quarantine Zone.

SUBCONTRACTING

Subcontracting of work is specifically prohibited in this project, unless prior written approval is granted by the Department. If approved, the subcontractor shall be bound by

the terms and conditions of the contract. The Department reserves the right to terminate the services of a subcontractor at any time. All required notices, work orders, directives, and requests for emergency services will be directed to the successful bidder. The subcontractor must also possess the same qualifications for which the successful bidder is responsible.

WORKING HOURS

All work under this contract shall be performed during the five (5) day, forty (40) hour week, from Monday to Friday, inclusive, between the hours of 8:00 A.M. and 4:30 P.M., except for legal holidays or unless otherwise directed by the Department. The workday starts and ends at the job site. Travel to and from the job site from the successful bidder's place of business, yard, vehicle storage facility or other similar location will not be compensated under the contract.

Due to the emergency nature of potential infestation, the Department may require the successful bidder to work extended hours. All overtime must be approved in advance by the Department. Overtime worked without prior approval will not be reimbursed to the successful bidder. The overtime rate shall be one and a half times the bid rate for tree removal.

In the event that the successful bidder is unable to gain access to the tree/stump/shrub(s) to be removed at the scheduled time due to the actions of the homeowner, the successful bidder may invoice two (2) hours of time under the appropriate item.

PREVAILING WAGES/PAYROLL CERTIFICATION

The work under this contract has been determined to be a public work pursuant to Article 8 of the New York State Labor Law. That law requires prevailing wages to be paid. A willful violation of Article 8 may result in civil penalties and debarment from public contracting in the State of New York. Wage rates applicable to work under this IFB can be found on our website as Attachment #5 to the electronic Invitation for Bid. If you require a printed copy of this document, please contact:

Melissa Heath
Division of Plant Industry
NYS Department of Agriculture and Markets
10B Airline Drive
Albany, NY 12235
melissa.heath@agmkt.state.ny.us
Phone - (518) 457-2087

Payroll certification reports must be submitted with each invoice. Failure to provide this documentation shall result in non-payment of invoices.

Time sheets must be approved and signed by the Department representative. Time sheets must be filled out completely and must have signatures of each worker as to the time started and ended and the work each performed. This applies to the successful bidder as well as the subcontractors.

INSURANCE

The successful bidder, throughout the term of the contract, or as otherwise required by the contract, shall obtain and maintain in full force and effect on an occurrence form, the following insurance with limits not less than those described in this article, and as required by the terms of the contract, or as required by law, whichever is greater. If such insurance contains an aggregate limit, it shall apply separately on a per job, per location basis.

The required insurance is as follows:

- a. Worker's Compensation Insurance and Disability Benefits Law. A policy covering the obligations of the successful bidder in accordance with the Worker's Compensation Law and the Disability Benefits Law covering all operations under the contract, whether performed by the successful bidder or by its subcontractor.
- b. Commercial General Liability, and if necessary, Commercial Umbrella Liability Insurance with a limit of not less than \$5,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages, and shall cover liability resulting in bodily injury, property damage, personal injury or loss of use arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability coverage, liability assuming in a contract (including the tort liability of another assumed in a contract) and explosion, collapse and underground coverage.
- c. Comprehensive Business Automobile Liability, and if necessary, Commercial Umbrella Liability Insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any automobile, including owned, leased, hired and non-owned automobiles.

Should the successful bidder fail to provide or maintain any insurance required by law the contract will be considered null and void. No subcontractor will be permitted to access the project sites without providing proof of proper insurance to the Department representative. No payments will be authorized by the Department if the successful bidder fails to comply with the provisions of this Section.

The successful bidder shall be solely responsible for the payment of all deductibles and self insured retentions.

Not less than thirty days prior to the expiration date or renewal date of any insurance policies reflected on such certificates, the successful bidder shall supply the Department updated replacement Certificates of Insurance, and amendatory endorsements.

Before commencing the work and until the established physical completion date, all required insurance shall be obtained at the sole cost and expense of the successful bidder and the successful bidder shall furnish to the Department a certificate of insurance in a form satisfactory to the Department showing that the successful bidder has complied with this section. Insurance shall be maintained with insurance carriers licensed to do business in New York State and acceptable to the Department; shall be primary and non-contributing to any insurance or self insurance maintained by the Department; and shall provide that written notice be given to the Department at least thirty days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States certified mail, shall be addressed to:

Division of Fiscal Management
NYS Department of Agriculture and Markets
10B Airline Drive
Albany, New York 12235

The notice shall name the Department, The People of the State of New York, its officers, agents, and employees as additional insured thereunder. This additional insured shall be primary and non-contributory. (General Liability Additional Insured Endorsements shall be on Insurance Service Office's (ISO) form number CG 20 10 11 85 and a copy of which shall be furnished along with the certificate of insurance).

All policies shall be issued by insurance companies licensed to conduct such business under the laws of the State of New York, shall be written for the benefit of the Department and the State of New York and for the successful bidder as their interests may appear, and shall run until the contract physical completion date. The State of New York and the Department must be listed as loss payee pursuant to this policy. Policies expiring on a fixed date before physical completion must be renewed and refilled not less than thirty days before such expiration date.

The successful bidder may provide the required proof of insurance on industry forms provided that no other endorsements exclude, delete or restrict those coverages provided for this by section. It is required that companies affording coverage list the company name in full as filed with the New York State Insurance Department. The contract number and project location must be provided in order to approve the certificate.

QUALITY CONTROL AND RISK MANAGEMENT

The successful bidder must take precautions against any injury to people and damage to property. All work shall be done to minimize inconvenience to the public and property owner. The successful bidder must also prevent interference with traffic by erecting barricades, lights or signs at his/her own expense. Lowering ropes and guidelines are to

be used where appropriate. The successful bidder is required to follow the rules and regulations of all other agencies and all authorities who have jurisdiction to safeguard the public. No thoroughfare of any kind shall be closed without the written consent of the proper authorities.

The successful bidder shall cooperate with public agencies and utility companies to ensure that service is not disrupted. The successful bidder is responsible for giving prior notification to all agencies and utility companies whose services may be impacted by the work.

“NO PARKING” SIGNS

The successful bidder is advised to post “No Parking” signs prior to commencing work. Signs will be taped, not stapled, nailed or tacked to trees. All signs are to be removed upon completion of work.

SUCCESSFUL BIDDER’S REPRESENTATIVE

The successful bidder or his/her representative is required to be present at the work site during all times work is being performed whether by the successful bidder or his/her sub-contractor.

SUCCESSFUL BIDDER’S EMERGENCY TELEPHONE NUMBERS

The successful bidder shall maintain communication with the Department’s representative. The successful bidder shall furnish twenty-four (24) hour telephone, cellular, and beeper numbers of at least three (3) responsible employees or members of his/her firm who can be reached in connection with the work performed under this contract.

PLANT PEST CONTROL REQUIREMENTS

The successful bidder shall comply with federal and State regulations for plant pest control. In general, State quarantine regulations require contractors operating in infested areas to thoroughly clean all equipment units before moving to non-infested areas. The equipment shall be inspected by the Department representatives before moving outside of the Quarantine Area.

The successful bidder must be certified under the Department’s Asian Longhorned Beetle Quarantine pursuant to 1 NYCRR Part 139 (Attachment #3). More information can be obtained from Department personnel.

SAFETY PROCEDURES

- a. No scaffolds or ladders shall be left unattended at any time. At night, ladders and scaffolds shall be stored in a safe manner so residents and the public cannot climb

on them. All surplus material from sites shall be cleaned up and disposed of in accordance with the applicable requirements. All areas shall be kept clear. The successful bidder shall clean, sweep and restore to original condition, all areas of paving, parking, lawns and sidewalk that have been disturbed or dirtied by the work of this contract. This material is to be disposed of in a manner acceptable to authorities having jurisdiction. All necessary associated materials and equipment will be provided so that contract work can be completed, whether specifically called for or not.

- b. At the end of each work day, safety/security items such as doors, fences and alarm systems components that were damaged or required removal, replacement or adjustment to perform the removal work will be restored, unless otherwise directed in writing by the Department's representative.
- c. All tools, materials and equipment from work areas not attended by workers will be removed at the end of the workday and tools will be stored in a locked toolbox or other secure and safe manner.
- d. All barriers, signs, flags, flagmen/flashers, temporary fencing, temporary facility (light, electric, hoisting, etc.) and all other measures required to protect workers/employees and to protect the public as required by code, law and all authorities having jurisdiction and to separate work areas from non-work areas will be provided and maintained.
- e. When working within ten (10) feet of energized conductors, at least one member of the crew must be a qualified line clearance tree trimmer.

DAMAGE CLAIMS

It is the successful bidder's responsibility for repairing any damages to sidewalks, cars and any other property caused by the successful bidder's operation. The successful bidder shall notify the Department of any damages by the end of the business day on which such damage occurred. All damage shall be repaired within two (2) weeks. The successful bidder shall supply, on his/her stationary, an original of the release agreement signed by the injured party and counter-signed by a Principal of the successful bidder indicating that the damage claim has been resolved. An alternate acceptable release shall be a letter from the successful bidder's insurance company indicating policy number, successful bidder's name and address, contract number, location, claimant's name and address, and a statement saying that they are processing said claim and releasing the Department from any and all liabilities. The successful bidder has three (3) weeks from the time the damage occurred to submit the release to the Department for final approval.

INVOICING AND PAYMENTS

The Department shall conduct an inspection of all work to ensure compliance with contract specifications. The Department's representative has final discretion for approving all work for payment. No partial payments will be made for incomplete or unsatisfactory work. After the inspection is completed and the successful bidder is notified in writing by the Department, the successful bidder has two (2) weeks from the date of notification to complete any incomplete or unsatisfactory work.

The Department reserves the right to hold the final invoice if there is any incomplete or unsatisfactory work outstanding. The Department will not pay any interest on invoices that are held due to unsatisfactory or incomplete performance of the successful bidder.

To comply with the Department's prompt payment policies, the successful bidder shall submit invoices within one month after the completion of the work. To ensure prompt payment, the following information shall be included on all invoices:

- 1) Contractor Name, Address and Telephone Number
- 2) Department Contract Number
- 3) Contractor's Tax Identification Number
- 4) Invoice Number
- 5) Dates of Service
- 6) Description of Service(s)
- 7) Summary of the total quantities completed within each unit item
- 8) Complete list of all items completed.
- 9) Total Amount Due

TERMINATION/CANCELLATION

Should the successful bidder breach or fail to comply with any of the provisions of the contract, its bid, or any federal, State or local law, or any regulation or order of the Department affecting the contract, the Department may, in writing, order the successful bidder to remedy such breach. The Department may also, in writing, order the successful bidder to comply with such provision, law, rule, regulation or order. Within five (5) days from the receipt of the written order, successful bidder will notify the Department that it has complied with such order or notify the Department that it is unable to comply with such orders due to unavoidable delays beyond the reasonable control of the successful bidder. The successful bidder may request an extension of time for compliance. Extensions will only be granted at the discretion of the Department. The successful bidder's failure to comply with the terms of this section will result in automatic termination of the contract. The Department shall give written notification to the successful bidder specifying when termination becomes effective. The successful bidder will be paid for all work that is satisfactorily completed before termination.

BID FORMAT

The bidder is solely responsible for the content and completeness of the bid. The Department may request clarification from the bidder regarding items in the bid. However, the Department is under no obligation to solicit missing information.

Each copy of the bid shall be organized in the following format:

Section I: Qualifications

Qualifications of Bidder/Certifications of employees (1 copy)

Experience/Performance History – past three years (4 copies)

References (4 copies)

SECTION II: Bid Sheets (4 copies)

The bidder shall use Attachment #2 for each region on which he or she is bidding.

Explanation of Bid Sheets

ITEM 1 - TREE REMOVAL WITH CHIPPING – Hourly rate for crew and equipment

ITEM 1 is for tree removal, chipping, stump grinding “below grade” and disposal and shall include any and all charges associated with performing the work including but not limited to, all cutting and chipping, stump grinding removal, disposal, restoration, topsoil, seed equipment, overhead and profit, cost of protection, permits, and all incidental charges. Any other costs associated with this project not specifically mentioned shall be included in the bid price.

ITEM 2 - STUMP GRINDING WITH DISPOSAL – Hourly rate for crew and equipment

ITEM 2 is for stump removal that is either not part of the work of ITEM 1 or is part of the work of Item 1, but the stump is not ground the same day as the removal is performed. The bid shall include any and all charges associated with performing the work including but not limited to grinding the stump to six inches (6”) below grade, applying topsoil and seed as necessary, disposal of the stump debris, restoration, equipment, overhead and profit, cost of protection, permits and all incidental charges. Any other costs associated with this project not specifically mentioned shall be included in the bid price.

ITEM 3 - GARLON 3A TREATMENT OF STUMPS – Hourly rate for application and supplies

ITEM 3 for herbicidal treatment of stumps not ground to six inches (6”) below grade due to obstructions or imbedded materials. The bid shall include any and all charges associated with performing the work and materials, including but not limited to having a New York State certified commercial pesticide applicator apply undiluted Garlon 3A to the surface of the freshly cut stump using the Stump Treatment method under the Cut Surface Treatment heading (see Attachment #4). Treatment is to be made under the direction and in the presence of the Department representative. Any other costs associated with this project not specifically mentioned shall be included in the bid price.

METHOD OF AWARD

In the sole discretion of the Department, the award of the contract in each region will be made to the lowest responsive, responsible and qualified bidder to perform the work as outlined in these specifications. The successful bidder must possess the qualifications outlined in this IFB. The successful bidder will be found non-responsive if the Department finds that he/she does not have sufficient resources.

The Department reserves the right to award this contract to the next lowest responsive, responsible and qualified bidder if the original successful bidder is found to be non-responsive and/or non-responsible. The Department reserves the right to reject all proposals and to seek new proposals, if it is determined that it is in the best interest of the Department and the State.

The evaluation of the proposals shall be done in stages as follows:

Stage 1. Evaluation of the Bidder Qualifications - (Qualitative Screen)

The Department will screen the proposals received using the Qualitative Checklist below. A “NO” response by the evaluation team to any of the evaluation standards below will result in disqualification of the bidder.

<input type="checkbox"/> Yes <input type="checkbox"/> No	At least one employee of the bidder is a qualified line clearance tree trimmer.
<input type="checkbox"/> Yes <input type="checkbox"/> No	At least one employee of the bidder is certified as a New York State pesticide applicator or the bidder has furnished the name of a subcontractor to apply herbicides to stumps not ground below grade
<input type="checkbox"/> Yes <input type="checkbox"/> No	At least one employee of the bidder possesses either a certificate as an “Arborist” from the International Society of Arboriculture (ISA) or an equivalent certification or experience which will be determined by the Department.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The majority of the bidder’s work for the past three (3) years has been primarily in the performance of tree removal/maintenance work.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The bidder provided three references from previous clients proving that the company has performed work on contracts of comparable work.

Stage 2. Evaluation of Bid

The Department will determine the lowest bid based on the sum of total bid prices on the bid sheets for each region. In the case of a discrepancy between the unit prices and the total bid price, the lowest price will prevail.

TERMS OF AGREEMENT

The Department will award a contract to the successful bidder for a one year term, with the possibility of an additional one-year renewal. The contract will incorporate this IFB and the successful bidder’s proposal among its provisions. A copy of the standard clauses that set forth the general terms and conditions required in all contracts awarded by the Department as well as any special conditions that will be required for this contract is attached to this IFB. (See Attachment #6) The initial contract and subsequent renewals are contingent on availability of funding, and approval of the Department, the Attorney General’s Office and the Office of the State Comptroller.

At the end of any negotiated contract term, if a replacement contract has not yet been approved in accordance with State law, any contract awarded hereunder may be extended unilaterally by the State, upon notice to the contractor, at the same terms and conditions, including all contract prices, for a period of one month. Additionally, this extension may be for a period of up to three months with the concurrence of the contractor. However,

any extension will terminate immediately upon approval of the replacement contract except where a period for transition of contractors has been previously provided for.

APPENDIX A

Appendix A, which is posted on the Department's website at www.agmkt.state.ny.us, contains standard clauses required in all State contracts. Appendix A will be a part of any contract awarded under this IFB, and the successful bidder will be responsible for complying with the terms and conditions contained therein.

STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions which are attached to this RFP will be part of the contract. Please read and execute them where required and return the Standard Provisions with your proposal.

CERTIFICATION PURSUANT TO NEW YORK STATE TAX LAW SECTION 5-A

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applied to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect State sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agency, from approving a contract awarded to a contractor meeting the registration requirements but who is not so registered in accordance with the law.

Contractor certification forms and instructions for completing the forms can be found at [http://www.New York Statetax.gov](http://www.NewYorkStatetax.gov). Form No. ST 220-TD must be filed with and returned directly to DTF. Unless information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new Form No. ST-220-TD must be filed with DTF.

Form ST-220-CA must be filed with the bid certifying that the contractor filed the ST-220-TD with DTF. Proposed contractors should complete and return the certification forms

within two business days of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law. Vendors may call DTF at 1-800-698-2909 for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF.

WORKER'S COMPENSATION AND DISABILITY INSURANCE REQUIREMENTS

The Worker's Compensation Law requires that before a New York State Agency may enter into any contract, the contractor must submit proof that he or she has obtained the required worker's compensation and disability benefits coverage, or that he or she is not required to provide coverage. If you are selected as the successful bidder, before we can contract with you, you must provide us with the necessary proof of coverage completed by your insurance carrier and/or the Worker's Compensation Board on a form approved by the Worker's Compensation Board.

NON COLLUSIVE BID CERTIFICATION

Section 139-d of the State Finance Law requires that bidders submit a non-collusive bid certification with their bid. The Statement is included as Attachment #7.

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

Chapter 807 of the Laws of 1992 prohibits a State department from contracting for the supply of goods and services or construction with any contractor who does not agree to stipulate that it either has no business operations in Northern Ireland, or if it does have such business operations, it shall take lawful steps in good faith to conduct such operations in accordance with the MacBride Fair Employment Principles, if there is another contractor who will execute such stipulation and provide the goods and services or construction of comparable quality at a comparable price. The stipulation is included as Attachment #8.

DIESEL EMISSION REDUCTION ACT OF 2006

On February 12, 2007 the Diesel Emissions Reduction Act took effect as the (the "Law"). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law ("NYECL") it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

As a contract vendor the Law may be applicable to vehicles used by contract vendors “on behalf of” State agencies and public authorities. Thirty-three percent (33%) of affected vehicles must have BART by December 31, 2008. sixty-six (66%) by December 31, 2009 and one-hundred percent (100%) by December 31, 2010. The Law provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstance at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the successful bidder will be required to certify and warrant that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by New York Department of Environmental Conservation. Qualification and application for a waiver under this Law will be the responsibility of the contractor.

NEW YORK STATE STANDARD CONTRACTOR (VENDOR) RESPONSIBILITY QUESTIONNAIRE

Contractor agrees to fully and accurately complete the Contractor Responsibility Questionnaire, which is attached as Attachment #9 (hereinafter the “Questionnaire”). The Contractor acknowledges that the Department’s execution of the Contract will be contingent upon the Department’s determination that the Contractor is responsible, and that the Department will be relying upon the Contractor’s responses to the Questionnaire in making that determination. The Contractor agrees that if it is found by the Department that the Contractor’s responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Department may terminate the Contract by providing ten (10) days written notification to the Contractor. In no case shall such termination of the Contract by the Department be deemed a breach thereof, nor shall the Department be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

Contractor’s are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep System online at <https://portaJ.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email athelpdesk@osc.state.ny.us. Contractors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the State Agency or the Office of the State Comptroller for a copy of the paper form.

**SUMMARY OF DEPARTMENT’S POLICY REGARDING STATE FINANCE
LAW SECTIONS 139-J AND 139-K**

Pursuant to State Finance Law Sections 139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the Department of Agriculture and Markets and an offeror/bidder during the procurement process. (See Attachment #10--“Guidelines Regarding Permissible Contacts During a Procurement and The Prohibition of Inappropriate lobbying Influence”.) An offeror/bidder is restricted from making contacts from the earliest notice of intent to solicit bids/proposals through final award and approval of the Procurement Contract by the Department, and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law Section 139-j(3)(a). Designated staff, as of the date hereof, are identified in this solicitation. Department employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the offeror/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four year period; the offeror/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found in the Department’s Guidelines, which are attached, and on the Office of General Services Website at <http://www.ogs.State.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>.

The Department has designated the following staff members to receive contacts pertaining to this IFB:

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