

Lisa Sulka
Mayor
Larry Toomer
Mayor Pro Tempore
Marc Orlando
Town Manager



Council Members
Fred Hamilton
Dan Wood
Harry Lutz
Sandra
Lunceford
Town Clerk

**Town of Bluffton
Request for Proposals
Tree Services
Master Services Agreement
RFP 2016-36**

OVERVIEW

The Town of Bluffton, South Carolina (Town) is seeking proposals from interested and professional tree companies with experience to include an International Society of Arboriculture (ISA) Certified Arborist. This will be a Master Services Agreement to provide arboricultural services, cultural techniques such as planting, fertilization, pest, and pathogen control, pruning, shaping, and removal of trees and stumps on an as-needed basis for both emergency and non-emergency situations. Work will be awarded via work authorization under a Master Services Agreement (MSA).

Sealed proposals, including all supporting documentation, are due by April 29, 2016 at 9:00 a.m. at Town Hall, 20 Bridge Street, Bluffton, South Carolina, 29910. Submittals shall be clearly marked as: RFP 2016-36 Tree Services Master Services Agreement Proposals. Offerors must submit one (1) original and four (4) copies by the stated deadline.

Mailing Address: Town of Bluffton
Attn: Melvin Hamilton
P.O. Box 386
Bluffton, South Carolina 29910

Proposals delivered after the time and date set for receipt of proposals shall not be accepted and will be returned unopened to the offeror. It is the offeror's responsibility to ensure timely delivery of their proposal. Weather, flight delays, carrier errors, and other acts of otherwise excusable neglect are risks allocated to offerors and will not be exempted from deadline requirements. E-mail, telephone, or facsimile proposals will not be accepted.

All proposals submitted shall include a current e-mail address. Once selection is complete, Notice of Award shall be posted on the Town's website. Notice of Award and notices of non-award, shall be sent to all Offerors via e-mail. No hard copies will be sent regular mail unless specifically requested.

The words "Bidder", "Offeror", "Proposer", "Vendor", and "Firm" are used interchangeably throughout this RFP, and are used in place of the person, vendor, or corporation submitting a bid.

Questions

Any questions must be submitted in writing on or before April 22, 2016 by 10:00 a.m. to the contact noted below. All questions related and addendums, if any, will be posted on the Town's website at www.townofbluffton.sc.gov.

Contact: Melvin Hamilton
Beautification Supervisor
Public Works

Email: mhamilton@townofbluffton.com

Mail: Town of Bluffton
Attn: Melvin Hamilton
PO Box 386
Bluffton, South Carolina 29910

Proprietary and/or Confidential Information

Your proposal or bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid or proposal.

All information that is to be treated as confidential and/or proprietary must be CLEARLY identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. All information not so denoted and identified may be subject to disclosure by the Town.

SCOPE OF SERVICES

This Scope of Services defines the minimal acceptable performance by a licensed tree contractor in providing tree services within the Town of Bluffton. The contractor must provide proof that at least one local staff member is currently a certified ISA arborist. The contractor is to provide arboricultural

services, cultural techniques such as planting, fertilization, pest, and pathogen control, pruning, shaping, and removal of trees and stumps on an as-needed basis for both emergency and non-emergency situations.

The Town will consider entering into a contract with a qualified and responsible persons and/or offeror for such services, and accordingly are furnishing herein a set of criteria by which such proposals shall be evaluated. This Agreement will be considered a Master Services Agreement (MSA) with a term of one (1) year with the option to renew for two (2) additional one (1) year periods. The awarded company shall be on probation for a six (6) month period during the first year of the contract. A performance review will be conducted after the six (6) month probationary period. Should the Town determine the awarded company cannot perform satisfactorily within the required scope of services; the contract may be terminated by the Town. The company shall be required to maintain the prices indicated in its proposal for the first year of the initial agreement. Renewals shall be mutually agreed upon in writing by both the Town and the Contractor with an option for price redetermination to be reviewed prior to the new renewal period.

The Town will consider entering into a contract with a qualified and responsible company/firm.

Provide a tree and stump removal crew on an on-call basis during normal business hours for emergency work at an established hourly rate for the entire crew. Contractor will also provide all equipment needed for completion of the work, up to and including one 65 foot bucket truck, one 18 inch chipper and a skid steer bobcat.

Provide a tree and stump removal crew on an on-call basis for after hours and weekend calls at an established hourly rate for the entire crew. The Contractor will also provide all equipment needed for completion of the work, up to and including one 65 foot bucket truck, one 18 inch chipper and a skid steer bobcat. The response time for arrival at the emergency calls will be within an established hourly window.

Provide a pruning crew on an on-call basis during normal business hours for emergent work at an established hourly rate for the entire crew. The Contractor will also provide all equipment needed for completion of the work, up to and including one 65 foot bucket truck, one 12 inch chipper or greater. Pruning shall be done in compliance with the Town's tree ordinance and as indicated by the American National Standards Institute (ANSI), A-300 guidelines where required.

Provide a pruning crew on an on-call basis for after hours and weekend calls at an established hourly rate for the entire crew. The Contractor will also provide all equipment needed for completion of the work, up to and including one 65 foot bucket truck, one 12 inch chipper or greater. Pruning shall be done in compliance with the Town's tree ordinance and as indicated by the American

National Standards Institute (ANSI), A-300 guidelines where required. The response time for arrival of these emergency calls will be within an established hourly window.

Provide a certified ISA arborist on an on-call basis during normal business hours for emergency work at an established hourly rate.

Provide a certified ISA arborist on an on-call basis for after hours and weekend calls at an established hourly rate.

The Contractor's response time for arrival at these emergency calls will be within an established predetermined hourly window. Notice (usually by phone) will be given from a designated representative of the Town of Bluffton.

The Contractor shall be responsible for proper disposal of any, chips, logs, or other debris created as a result of the work performed. The disposal methods shall be in accordance with all applicable State, Local, and Federal Laws.

The designated contractor will not perform any of these tasks without prior approval from the Town of Bluffton, unless authorized by an onsite fire and rescue crew to alleviate an emergency situation once you have been called to a site.

The Contractor shall be responsible for any safety precautions needed (per OSHA, ANSI, MUTCD, and any other standards and guidelines that apply) to protect pedestrians, vehicles, and their own workers from harm while the work is being performed (i.e., warning signage, barricades, traffic direction, hard hats, etc.).

Vehicular access through the community will be maintained at all times and no roadways shall be completely closed to traffic at any time. Any permitting, costs or other coordination required for maintenance of traffic within public roadways is the sole responsibility of the Contractor.

QUALIFICATIONS

The individuals and/or firm must:

1. Demonstrate a minimum of 2 years experience in providing the requested services.
2. Carry the appropriate levels of General Liability, Professional Liability, Worker's Compensation and Automobile Insurance.
3. Obtain a Town of Bluffton Business License.

PROPOSAL SUBMITTALS

Proposal submittals should contain:

1. A cover letter.
2. Detailed information regarding the offeror's experience in providing similar services. Please be sure to include a listing of all contracts proposer is currently committed to.
3. Provide a detailed resume for the project manager who will be assigned to the Town.
4. Provide certification of at least one local staff member that is currently a certified ISA arborist.
5. A minimum of three (3) references, including contact names, email addresses, and phone numbers.
6. All pricing forms to be completed in their entirety. If unable to provide a certain service or price, indicate No Bid on the form for that particular service.
7. Copy of Town of Bluffton Business License or letter of commitment to obtain Town Business License if contract is awarded.
8. Listing of individual and/or firm's current insurance policy limits for General Liability, Professional Liability, Worker's Compensation and Automobile Insurance policies.
9. If applicable, documentation of offeror's qualification as a Local Business and/or as a Minority or Disadvantaged Business Enterprise.

EVALUATION CRITERIA

Proposals will be evaluated on the following criteria with the associated weighting for each criterion:

1. Related experience on similar projects - 25%
2. Ability to provide the services requested based on the number of personnel and equipment listed for the services to be performed - 20%
3. Proposed costs - 35%
4. Review of References - 10%
5. Preference for Minority or Disadvantaged Business Enterprise or Local Business - 10%

TOWN OF BLUFFTON RIGHTS

Proposals must be signed by an official of the company authorized to bind the offeror, and it shall contain a statement that the proposed price is good for a period of at least ninety (90) days from the submittal date.

The Town reserves the right to refuse any and all sealed proposals and to waive any technicalities and formalities. The Town reserves the right to negotiate with all qualified offerors. The Town may cancel this solicitation in part or in its entirety if it is in the Town's best interest to do so.

This solicitation does not commit the Town to award a contract, or to pay for any cost incurred in the preparation of your sealed proposals, or to procure or contract for any articles of goods or services.

The Town does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or in the provision of goods or services.

Attachments:

1. Tree Services: Pricing Form; and
2. List of References; and
3. Sample Town of Bluffton Standard Agreement; and
4. Sample Master Service Agreement Work Authorization; and



**Town of Bluffton
Tree Services - Master Services Agreement
RFP 2016-36
Pricing Form**

Company Name: _____

Contact Person: _____

Business Address: _____

Phone Number: _____

Email Address: _____

Town Business
License Number: _____

- 1) Provide a ___man tree and stump removal crew on an on-call basis during normal business hours for emergent work at a rate of \$___/hour for the entire crew and all equipment to be used in the performance of the work.
- 2) Provide a ___man tree removal crew on an on-call basis for after hours and weekend calls at a rate of \$___/hour for the entire crew and all equipment to be used in the performance of the work. The response time for arrival at these emergency calls will be within a ___hour window.
- 3) Provide a ___man pruning crew on an on-call basis during normal business hours for emergent work at a rate of \$___/hour for the entire crew and all equipment to be used in the performance of the work.
- 4) Provide a ___man pruning crew on an on-call basis for after hours and weekend calls at a rate of \$___/hour for the entire crew and all equipment to be used in the performance of the work. The response time for arrival at these emergency calls will be within a ___hour window.
- 5) The Contractor's response time for arrival at these emergency calls will be within a ___hour window from receiving notice (usually by phone) from a designated representative of the Town of Bluffton.
- 6) Provide a certified ISA arborist on an on-call basis during normal business hours for emergent work at a rate of \$___/hour.
- 7) Provide a certified ISA arborist on an on-call basis for after hours and weekend calls at an established hourly rate of \$___/hour.



Attachment 2

Town of Bluffton
Reference Form
RFP 2016-27

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	Email Address:
Services Provided / Date(s) of Services:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	Email Address:
Services Provided / Date(s) of Services:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	Email Address:
Services Provided / Date(s) of Services:	

TOWN OF BLUFFTON AGREEMENT
Contract Number <2016-XX>

Attachment 3

COUNTY OF BEAUFORT

STATE OF SOUTH CAROLINA

THIS AGREEMENT is made the _____ of _____, 201_ between <Contractor> (hereinafter called "Contractor") and the Town of Bluffton (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town desires <purpose of contract>; and

WHEREAS, the Town and Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below:

NOW, THEREFORE, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. **Services/Schedule:** The Contractor shall perform services per the attached scope of work and schedule in "Attachment 1".
2. **Deliverables:** The deliverables resulting from execution of the above mentioned work shall be:
 <Deliverables>
3. **Fees:** The total cost of these services shall be \$ <Costs> per "Attachment 2".
4. **Invoicing:** The Contractor shall send invoices to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: <Project Manager>. The invoice should reference contract number <2016-XX> Approved invoices shall be paid within 30 days upon receipt of invoice.
5. **General Terms and Conditions:**
 - a. The contractor is required to maintain appropriate levels, in the Town's sole opinion, of insurance for general liability, auto liability, professional liability, and workers compensation coverage. The contractor must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
 - b. Work will commence at NOTICE TO PROCEED and expire upon completion and acceptance of the project. All deliverables, whether goods, services, supplies, or other, shall become the property of the Town. Any deliverables that may be provided in hard copy and electronic form, such as drawings, plans, specifications, reports, or other, shall be provided in such formats and orientations as required by the Town.
 - c. Contractor shall be licensed to perform the work including, but not limited to, a current Town of Bluffton Business License and any required State of South Carolina license.
 - d. Contractor shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.
 - e. In the event the Contractor is required to hire Sub-Contractors, those Sub-Contractors must be appropriately licensed by the Town of Bluffton. The Contractor must provide the Town with a list of all Sub-Contractors and to immediately notify the Town of any changes. Use of non licensed Sub-Contractors is grounds for termination.

- f. The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.
- g. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.
- h. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
- i. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by both parties. The Contractor may not assign this contract without the prior written approval of the Town.
- j. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
- k. In the event the Town has to proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.
- l. Unless otherwise specified in this Agreement, Contractor shall provide a one (1) year warranty for the work performed hereunder, with said time to be measured from the date of final acceptance of the work by the Town.
- m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Town and Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The contractor's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

<CONTRACTOR NAME>

TOWN OF BLUFFTON

Date: _____

Date: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Position: _____

Position: _____

Witnesses: _____

Witnesses: _____

Witnesses: _____

Witnesses: _____

Attachments:

- 1.
- 2.



MASTER SERVICES AGREEMENT WORK AUTHORIZATION

Town of Bluffton
PO Box 386
Bluffton, SC 29910

PROJECT NAME:

PROJECT ACCOUNT CODE:

MSA WORK AUTHORIZATION NO:

DESCRIPTION OF WORK TO BE PERFORMED:

SAMPLE FORM

REQUESTED BY:

- Provide estimate before proceeding with work.
 Proceed with work.

LABOR	LUMP SUM	T&M (NTE)

EQUIPMENT	LUMP SUM	T&M (NTE)

MATERIAL	LUMP SUM	T&M (NTE)

SCHEDULE	START	END

Contractor Representative

Town Representative

Date