



**REQUEST FOR PROPOSALS
FOR THE PROVISION OF
GENERAL TREE MAINTENANCE AND
RELATED EMERGENCY SERVICES**

**PROPOSALS DUE: NOVEMBER 12, 2021
AT 2:00 PM**

RFP 2021-37

OCTOBER 20, 2021

City of Albany, New York

**REQUEST FOR PROPOSALS
FOR THE PROVISION OF
GENERAL TREE MAINTENANCE AND
RELATED EMERGENCY SERVICES**

Proposal Number 2021-37
October 20, 2021

IMPORTANT NOTICE:

A restricted period is currently in effect for this Procurement and it will remain in effect until approval of the Contract. Proposers are prohibited from contact related to this procurement with any City of Albany employee other than the designated contacts listed below refer to:

Designated Contacts for this Procurement:

For Project Specific Clarifications:..... Frank Zeoli, Deputy Commissioner
Department of General Services
For Public Procurement Process Clarifications: Laura M. Gulfo, Esq.

SECTION 1: PURPOSE

- 1.1 The City of Albany (hereinafter referred to as the “CITY”) hereby requests Proposals from qualified firms or individuals to provide General Tree Maintenance and Related Emergency services on an as-needed and non-exclusive basis.
- 1.2 The City of Albany Forestry Division of the CITY’s Department of General Services has traditionally been a reactive organization, responding to service requests from residents and other City Departments as well as responding to weather-related tree emergencies and enforcing sections of the Albany City Code. The ensuing contract for General Tree Maintenance and Related Emergency services will augment the CITY’s in-house capabilities. The selected Proposer(s) shall perform all tree removals that, because of a tree’s size or condition, requires a crane. The selected Proposer(s) shall also be the CITY’s Emergency Tree Service provider. Other work shall include stump-grinding and tree-trimming.
- 1.3 It is the intent of the CITY to solicit Proposals for General Tree Maintenance and Related Emergency services. The selected Proposer(s) shall conduct tree removals, tree-trimming, and stump-grinding, and shall provide on-call emergency services as necessary. Work locations include CITY parks, green spaces, and rights-of-way as well as private property

where hazard trees have been identified and must be removed under the Albany City Code (“Code Enforcements”).

- 1.4 The selected Proposer(s) shall provide adequate personnel and equipment that can operate independently from any other tree service contract the selected Proposer(s) may have with the CITY or other municipalities or companies. A single selected Proposer(s) may hold multiple contracts, but the personnel and equipment shall be able to operate independently for each contract to meet production requirements.
- 1.5 Many of the CITY’s neighborhoods are extensively built and may present challenging environments for tree work. It should be assumed by all Proposers that a high level of technical skill and, in some cases, specialized equipment will be required in order to work safely and efficiently. All Proposers should be aware that most CITY streets are lined with electric and data/voice lines, and that in high-density areas vehicular and pedestrian traffic will require additional safety measures.
- 1.6 The ensuing contract for these services will commence in or about January, 2022, and will terminate on December 31, 2022, with two additional one-year extension periods.

SECTION 2: RECEIPT OF PROPOSALS:

- 2.1 Proposers may submit Proposals by mail, hand delivery, or electronically via BidNetDirect.com no later than **November 12, 2021 at 2:00 pm**. If a Proposer chooses to submit a Proposal by mail or hand delivery, then four (4) copies of the Proposal must be received in a sealed envelope marked “Proposal Enclosed – RFP 2021-37 General Tree Maintenance and Related Emergency Services” at the following address:

Laura M. Gulfo, Esq.
Assistant Corporation Counsel
City Hall - Room 106
24 Eagle Street
Albany, New York 12207
- 2.2 Each Proposal submitted will be the document upon which the CITY will make its initial judgment regarding each Proposer's qualifications, methodology, and ability to provide the requested products and services.
- 2.3 Those submitting Proposals do so entirely at their own expense. There is no express or implied obligation by the CITY to reimburse any entity, firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the CITY, or participating in any selection interviews.

2.4 Submission of any Proposal indicates an acceptance of the conditions contained in this Request for Proposals unless the submitted Proposal clearly and specifically states otherwise.

2.5 The CITY reserves the right to accept or reject any and all Proposals in whole or in part, to waive any and all informalities, require supplemental statements or information from any responsible party, negotiate potential contract terms with any respondent to this RFP, have discussions with any respondent to this RFP to correct, and/or clarify responses which do not conform to the instructions contained herein and to disregard all non-conforming, non- responsive or conditional Proposals.

2.6 The CITY reserves the right to award the services, in whole or in part, to one or more entities, firms, and/or individuals.

2.7 Any award of the services shall be conditioned on the later execution of a formal written contract. The CITY reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract.

2.8 Respondents shall avoid submission of marketing materials.

2.9 All information submitted in response to this RFP is subject to the Freedom of Information Law (FOIL), which generally mandates the disclosure of documents in the possession of the CITY upon the request of any person unless the content of the document falls under a specific exemption to disclosure.

SECTION 3: QUALIFICATIONS OF PROPOSER:

3.1 Each Proposer shall provide a Statement of Qualifications which shall not exceed ten (10) pages (including resumes). This page limit applies only to the Statement of Qualifications, and does not apply to the Proposal. The Statement of Qualifications shall include the following:

- A. A brief history and description of the entity/firm submitting the Proposal.
- B. Identification of the entity/firm's professional staff members who will be assigned to this engagement if the entity/firm's Proposal is selected. Include summarized information regarding the professional staff members detailing qualifications for transcription and stenographic services, years and types of experience, education, licensure, certifications, accomplishments, etc. Specify the extent of the availability and commitment of each such professional staff member who will be assigned to this engagement if the entity's Proposal is selected. Specify a project manager and contact person to coordinate the services for the CITY.

- C. Evidence that Proposer at all times obtains and maintains all licenses, if any, required by Federal, State, and Local Laws to perform the services contemplated by this Agreement and all licenses, certifications, and qualifications to perform the general tree maintenance and related emergency services.
- D. At least three (3) references with similar general tree maintenance and related emergency operations to the CITY, with dates of service, client name, and contact information, including mailing and email addresses as well as telephone numbers.
- E. A signed cover letter from a person within the entity/firm who is authorized to make representations on behalf of the firm and to bind the entity/firm.
- F. A summary of the entity/firm's general experience in providing general tree maintenance and related emergency services to municipalities of the same or similar size as the CITY, with special attention given to other municipalities.
- G. Evidence that the entity/firm has a minimum of five (5) years' experience in general tree maintenance and related emergency work, including tree care and tree maintenance, and shall submit documentation to substantiate their work experience. Proposers shall provide a list of employees and their qualifications, including certifications, professional licenses, and accreditations, if any.
- H. Evidence that the entity/firm has properly-trained crewmembers who are experienced and, if necessary, certified for each aspect of the ensuing contract.
- I. Proposers shall attach proof of ownership, lease of, or other access to the following equipment on a daily and routine basis: aerial lift bucket (60' minimum working height), brush chipper, log loader, crane (minimum of 20 tons, 80' working height), and stump grinder.
- J. The selected Proposer(s) shall perform the work contemplated by this RFP in accordance with accepted industry standards (ISA, TCIA, OSHA, ANSI A300 & ANSI Z133). The selected Proposer(s) shall furnish all labor, equipment, consumables, tools, and transportation. Profit, overhead, and all expenses shall be included in the unit prices provided. All pruning shall provide adequate clearance under normal growth conditions for a minimum period of three (3) years, unless otherwise specified.
- K. Identification of any services that the entity/firm intends to subcontract to other entities/firms, and identify the proposed subcontractors with their qualifications and contact information, including names, telephone numbers, and mailing and email addresses.

- L. Any additional information which would serve to distinguish the entity/firm from other entities/firms submitting Proposals, including, but not limited to, capabilities to perform the Scope of Services on a remote basis.

3.2 The CITY may make such inquiries it deems necessary to determine the ability of each Proposer to provide the products and perform the services contemplated by this RFP. Proposers shall promptly furnish all information and data for this purpose as may be subsequently requested by the CITY.

SECTION 4: SCOPE OF SERVICES:

4.1 The selected Proposer(s) may be required to perform the following scope of services on an as-needed and non-exclusive basis, and in the manner(s) herein described:

- A. General Tree Maintenance services.
 - 1. Perform all work in accordance with accepted industry standards (ISA, TCIA, OSHA, ANSI A300 & ANSI Z133).
 - 2. Furnish all labor, equipment, consumables, tools, and transportation.
 - 3. Provide pruning that leaves the area with adequate clearance under normal growth conditions for a minimum period of three (3) years, unless otherwise specified.
 - 4. Adhere to the quantity and scheduling of services in accordance with the CITY's requirements, including scheduling of the same.
 - 5. Subject all work and services to continuous CITY inspection and evaluation. The selected Proposer(s) shall be notified in writing of any performance shortcomings, so that corrective action can be made by the selected Proposer(s) as soon as possible. The CITY reserves the right to request crew changes should crew change be deemed necessary.
 - 6. Tree Removal. All trees to be removed will be measured by the CITY Forester or Assistant Forester at diameter at breast height (DBH), using a standard forestry D tape (rounded to the nearest inch). The selected Proposer(s) shall check measurements and discrepancies shall be clarified and agreed upon, prior to work beginning, by the CITY Forester or Assistant Forester. All trees shall be removed in a "safe" manner. Where locations permit, trees may be "felled" intact and cut into sections on the ground. All others shall be "limbed" in the standing position until the tree has been reduced enough to be "felled" safely. All tree trunks shall be cut a ground level.
 - 7. Tree Pruning. All trees to be pruned or trimmed shall be measured by the CITY Forester or Assistant Forester at DBH. Work shall conform to ANSI A300

Standards and International Society of Arboriculture best practices. All dead limbs, broken limbs, hanging limbs, and limbs that interfere with the safe and normal flow of vehicle and pedestrian traffic shall be trimmed unless otherwise specified by the CITY.

8. Stump Removal. Each stump to be removed shall be measured by the CITY Forester, or Assistant Forester, using standard tape measure, and measuring at the widest point of the stump (fraction of inch to the nearest inch); the selected Proposer(s) shall check measurements and discrepancies shall be clarified before work is started. Stump removal shall be by machine-powered stump grinder, with the stump removed 12 inches below the surrounding surface. All loose material shall be removed from the hole and disposed of by the selected Proposer(s). All excavated stump holes shall be back-filled, using clean, sandy material free from large rocks and/or organic material, topped with a layer of topsoil 2"-4" (inches) thick and seeded with grass seed.
9. Disposition of Debris and Clean-up: The selected Proposer(s) shall be solely responsible for the disposal of all debris generated under the ensuing contract. Upon completion of cutting and removal of tree stumps, the selected Proposer(s) shall broom clean and remove all debris from the affected area, to the satisfaction of the CITY.
10. Maintenance and Protection of Traffic: The selected Proposer(s) shall ensure that walkways and sidewalks shall be safe for pedestrians and streets are not obstructed for long periods of time. The selected Proposer(s) shall comply with existing traffic ordinances and should contact local police precincts to notify of their activities and ask for assistance, should the need arise. Hazardous areas shall be adequately barricaded until such time as the hazardous condition is removed. The selected Proposer(s) shall be responsible for maintaining adequate safety precautions commensurate with traffic conditions while conducting operations. Flagpersons shall be used when operations could interfere with traffic safety or flow. Where parked vehicles may interfere with work locations, the CITY Forester shall be responsible for having sites posted "no parking" by contracting the CITY's Traffic Safety Division at 518-458-5628. The police shall also be notified in advance when interference with traffic is excessive. No street shall be closed to traffic without the permission of the Albany Police Department.
11. Weekly Reporting: The selected Proposer(s) shall report weekly to the CITY's Forester. The report shall state the locations of trees pruned; and the locations where concrete sidewalks or curbs, streets, driveway pavements, lawns, utilities, automobiles, or structures have been damaged as a result of tree pruning.
12. Clean Up and Restoration: Any damage caused by the selected Proposer(s) during work operations such as, but not limited to, damage to concrete sidewalks or curbs,

streets, driveway pavements, lawns, utilities, automobiles, or structures shall be the responsibility of the selected Proposer(s) to repair at no cost to the CITY or the owner of the property that has been damaged. Upon the completion of the tree pruning services, the selected Proposer(s) shall clear the site of debris and superfluous materials and equipment as a result of tree pruning services to the satisfaction of the CITY. Pavements shall be swept clean and/or washed down.

- B. Notification. The CITY shall notify the selected Proposer(s) by phone to schedule regular tree services. The selected Proposer(s) shall respond to the CITY within twenty-four (24) hours of said call to schedule the work to be completed. The selected Proposer(s) shall provide to the CITY the best number to call to schedule the work. Failure of the selected Proposer(s) to meet deadlines may result in the termination of the ensuing contract.
- C. Work Schedule for General Tree Maintenance and Related Emergency services. The CITY Forester and the selected Proposer(s) shall determine the day-to-day work schedule. All scheduled work assigned to the selected Proposer(s) shall be completed within one month of assignment or by an agreed-upon date. Failure of the selected Proposer(s) to meet deadlines may result in the termination of the ensuing contract.
- D. Emergency Services. Services as required herein shall be provided on a twenty-four (24) hour call basis. The selected Proposer(s) shall supply the CITY with both normal and after-hour contact telephone numbers. Upon notification, the selected Proposer(s) will have one (1) hour to confirm an emergency is in effect. Emergency crew(s) shall arrive at the reported site no more than two (2) hours following confirmation of an emergency. In the event of predicted localized natural disasters or weather events; such as hurricanes, tornadoes, or ice storms, the selected Proposer(s) shall provide at least one (1) full working crew on “standby alert” to the CITY. The CITY Forester shall make notification of this “standby” condition at least two (2) hours in advance; upon notification from the CITY Forester, the selected Proposer(s) shall be allocated the lump-sum mobilization fee. Selected Proposer(s) shall provide both emergency hourly labor and equipment rates on the attached Emergency Unit Price Bid Sheet, annexed hereto as Appendix “B”.

- 4.2 Proposers are encouraged to indicate within their Proposals whether any additional or alternative general tree maintenance and related emergency services are available.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period for the service contemplated by this RFP will commence in or about January, 2022, and shall expire on December 31, 2022. The CITY shall have the option to extend the contract for two (2) additional one (1) year periods. If this option is exercised, the selected Proposer(s) shall be notified in writing prior to December 31, 2022 of this

extension. If the second extension option is exercised, the selected Proposer(s) shall be notified in writing prior to December 31, 2023 of this extension.

- 5.2 The selected Proposer(s) shall be required to execute a contract with the City of Albany. A sample City of Albany Professional Services Agreement is available upon request.
- 5.3 The City of Albany will have the right to terminate the contract at any time, with or without cause, upon thirty (30) days written notice.

SECTION 6: COST PROPOSAL:

- 6.1 Please provide a cost Proposal for providing all of the services referenced above in Section 4 of this RFP. Profit, overhead, and all expenses shall be included in the unit prices provided in the attached Unit Price Bid Sheet, Appendix "A"; and the Emergency Unit Price Bid Sheet, Appendix "B". Payment shall be made by the CITY to the selected Proposer(s) per the diameter ranges set forth in the attached Unit Price Bid Sheet. The price per each tree shall include all labor, equipment, materials, fuel, supplies, mobilization, and insurance.
- 6.2 Clearly set forth in detail any and all additional expenses for which you expect to be reimbursed. The Proposal must, however, provide a guarantee that no additional fees will be charged to the CITY without prior written consent by the CITY.
- 6.3 Invoicing Procedures. The invoice shall be dated and provided to the CITY in duplicate with a complete CITY voucher. In addition, a written statement must be submitted on a monthly basis. Failure to submit a monthly statement will affect timely payment and it is at the CITY's discretion to deny payment on invoices that are submitted to the CITY more than thirty (30) days after work is performed.
- 6.4 Billing for Emergency Work. The selected Proposer(s) shall provide an itemized list of personnel and equipment per location. When submitting billing, the selected Proposer(s) shall bill the CITY only for the equipment and personnel used during emergency work hours. The CITY requires that all invoices include individual line items consistent with contract terms.

SECTION 7: PROPOSAL EVALUATION:

- 7.1 Proposals shall remain valid until the execution of a contract by the City of Albany.
- 7.2 Proposals shall be examined and evaluated by the City of Albany Corporation Counsel to determine whether each Proposal meets the requirements of this RFP. A recommendation will be made to the Mayor for a contract award based on the following criteria:

- * Proposer's demonstrated capabilities, professional qualifications, and experience in providing general tree maintenance and related emergency services to municipalities of as similar size to the City of Albany.
- * The wherewithal of the Proposer(s) to render the requested services to the City in a timely fashion.
- * Total proposed cost.
- * Completeness of the Proposal.

7.3 The selection of a Proposal will not be based solely on a monetary evaluation. Considerable weight will be given to the experience in the areas required and the track record of the Proposer(s).

SECTION 8: ALTERNATIVES:

Proposals may include alternative matters or items not specified or requested in this RFP. However, all such alternatives matters or items must be listed separately from the Proposal and the cost(s) thereof must be separate and itemized.

SECTION 9: INDEMNIFICATION:

To the fullest extent permitted by law, the selected Proposer(s) shall indemnify, defend, and hold harmless the CITY and its officers, boards, directors, employees, and agents from and against any and all claims, damages, losses, and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or damage to or destruction of property arising out of any act or omission on the part of the selected Proposer, its employees, agents, or subcontractors for any work or services performed on behalf of the CITY.

SECTION 10: SPECIFICATION CLARIFICATION:

10.1 All inquiries with respect to this Request for Proposals shall be **in writing** directed to the following address:

For all project specific and public procurement process clarifications:

Laura M. Gulfo, Esq.
Assistant Corporation Counsel
Department of Law
City Hall
24 Eagle Street, Room 106
Albany, New York 12207
Phone: (518) 434-5050
E-mail: lgulfo@albanyny.gov

10.2 All questions about the meaning or intent of the specifications shall be submitted **in writing**. Replies will be posted via the CITY's website: <https://www.albanyny.gov/Bids.aspx?CatID=17>, along with the electronic version of this RFP. Questions received after November 8, 2021 at 5:00 PM will not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

10.3 In addition, any changes, additions or deletions to this RFP will also be posted on the CITY's website: <https://www.albanyny.gov/Bids.aspx?CatID=17>, along with the electronic version of this RFP. Respondents should check the City's website frequently for notices of any clarification of or changes, additions, or deletions to this RFP.

OTHER THAN THE CONTACT IDENTIFIED ABOVE, PROSPECTIVE RESPONDENTS SHALL NOT APPROACH THE CITY'S EMPLOYEES DURING THE RESTRICTED PERIOD OF THIS RFP PROCESS ABOUT ANY MATTERS RELATED TO THIS RFP OR ANY QUALIFICATIONS SUBMITTED PURSUANT THERETO.

SECTION 11: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

11.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the opening of Proposals.

11.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal security will be returned. Thereafter, that Proposer will be disqualified from further Proposal on the work.

SECTION 12: INSURANCE AND SECURITY REQUIREMENTS:

12.1 The selected Proposer will be required to procure and maintain at its own expense the following insurance coverage:

(a) **Workers' Compensation and Employer's Liability Insurance:** Must show evidence of Worker's Compensation insurance at State statutory limits, a policy or policies providing protection for employees in the event of job-related injuries;

(b) **Commercial General Liability (CGL) Insurance:** A policy or policies of comprehensive general liability insurance of general liability limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate;

- (c) Errors and Omissions/Professional Liability Insurance: A policy or policies of errors and omissions insurance of limits not less than two million dollars (\$2,000,000); and
- (d) Automobile Liability Insurance: In the event that Respondent is using a vehicle in business, a policy or policies of comprehensive automobile liability insurance with limits of not less than one million dollars (\$1,000,000) for each accident because of bodily injury, sickness, or disease, including death at any time, resulting therefrom, sustained by any person caused by accident; and a policy or policies with limits of not less than one million dollars (\$1,000,000) for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobiles, including owned, non-owned and hired.

12.2 Each policy of insurance required shall be in form and content satisfactory to the Corporation Counsel, and shall provide that:

- (a) The City of Albany is named as an additional named insured **on a primary and non-contributing basis**, with exception to the Workers' Compensation Insurance policies.
- (b) All listed insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Albany Corporation Counsel's Office.
- (c) The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Albany Corporation Counsel's Office is given sixty (60) days written notice to the contrary.

12.3 No work shall be commenced under the contract until the selected Proposer(s) has delivered to the Corporation Counsel or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected Proposer. If at any time, any of said policies shall be or become unsatisfactory to the City, the selected Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the CITY for approval. Upon failure of the selected Proposer(s) to furnish, deliver and maintain such insurance as above provided, the Contract may, at the election of the CITY, be forthwith declared suspended, discontinued or terminated. Failure of the selected Proposer to procure and maintain any required insurance shall not relieve the selected Proposer from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the selected Proposer concerning indemnification.

SECTION 13: NON-COLLUSIVE PROPOSAL CERTIFICATE AND ACKNOWLEDGMENT:

Each Proposer shall complete and submit with its, his, or her Proposal the "Non-Collusive Proposal Certificate" and the "Acknowledgment" found on pages 16 and 17 of this RFP.

SECTION 14: PROCUREMENT FORMS AND REQUIREMENTS:

14.1 Additional requirements for this RFP are described below. Relevant statements, where required to be submitted, must be executed and included in the submission in the following order: 1. Iran Divestment Act Statement and 2. Non-Discrimination and Diversity Requirements.

14.2 Iran Divestment Act: By submission of a bid in response to this Bid request, “*each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.*” The list in question is maintained by the New York State Office of General Services. For further information and to view this list please go to: [irandivestmentlistoffentities.pdf \(ny.gov\)](http://irandivestmentlistoffentities.pdf(ny.gov)). If in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. A political subdivision may award a bid to a bidder who cannot make the certification pursuant to paragraph a of N.Y. General Municipal Law § 103-g on a case-by-case basis.

14.3 Non-Discrimination and Diversity Requirements: Pursuant to Federal laws and regulations, the New York State Executive Law Article 15-A and the Albany City General Code Chapter 48, Article III Omnibus Human Rights Law, the City recognizes its obligation under the law to prevent discrimination on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency and to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of CITY contracts.

In furtherance of these rules and principles, the CITY highly encourages the participation of certified minority- and women-owned business enterprises (“MWBE”) at the CITY’s goal levels and the employment of minority groups’ members and women in the performance of its contracts. The CITY hereby notifies all Consultants submitting a Proposal that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency in consideration for award.

Further, by submission of a Proposal in response to this RFP, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that:

“The respondent/contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The respondent/contractor will not participate directly or indirectly in the discrimination prohibited by the federal, state and local laws and regulations, including employment practices. In all solicitations, either by competitive bidding, or negotiation made by the respondent/contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the respondent/contractor of the respondent/contractor’s obligations under this Statement and the federal, state and local laws and regulations relative to Non-discrimination on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency.”

14.4 When providing the services contemplated by this RFP, the selected Proposer(s) must comply with section 42-161 of the City of Albany Code, which requires payment of a living wage to all its employees working on the service contract.

SECTION 15: SUBMISSION REQUIREMENTS:

15.1 All Proposers shall be required to submit a complete Proposal. As outlined in this RFP, all Proposals shall include the following completed forms:

- A) Statement of Qualifications in conformance with all Qualifications listed in Section 3.
- B) Cost Proposal as outlined in Section 6, and bid sheets on Pages 18-19 of this RFP.
- C) Non-Collusive Proposal Certificate and Acknowledgment Form as outlined in Section 13.
- D) An acknowledgment of understanding that by submitting a bid the Proposer certifies under penalty of perjury the above Iran Divestment Act statement, as outlined in Section 14.2 and the Non-Discrimination and Diversity statement, as outlined in Section 14.3.
- E) Living Wage Compliance Form as outlined in Section 14.4 and annexed to this RFP.

15.2 Failure to include all of the above items may result in the Proposal being considered nonresponsive.

**NON-COLLUSIVE PROPOSAL CERTIFICATE
PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D**

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

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

(date)

(signature)

(name and title)

(name of firm)

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 2021, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he/she (or they severally) acknowledged to me that he/she (or they) executed the same.

Notary Public, State of _____

If Corporation:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 2021, before me personally appeared _____ to me known, who, being by me sworn, did say that he/she resides at (give address) _____; that he/she is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he/she signed his/her name thereto by like order.

Notary Public, State of _____

If Partnership:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 2021, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Living Wage Compliance

City Code § 42-161 requires a living wage be paid to employees by any contractors awarded a contract by the City primarily for furnishing services to or for the City (excluding the purchase of goods or other property, the leasing of property or the development, redevelopment or rehabilitation of real property) and that involves an expenditure by the City to the contractor of at least \$20,000, or the retention by the contractor of fees of at least \$30,000, during a period of one year.

The current Living Wage, as defined by the ordinance is as follows:

If at least 70% of health care benefits are covered by employer:	\$ 13.92
Other:	\$ 16.17

Pursuant to the law, every Proposal shall include a written commitment by the applicant to pay all covered employees a living wage and shall include a list of job titles and wage levels of all covered employees. Please provide titles and wage levels below for each employee who directly expends his/her time on a contract with the City.

Company Name: _____

Job Title	Wage Range

By signing below you are agreeing to pay all covered employees a Living Wage as set forth above for the duration of the contract with the City.

Title: _____
Date: _____

Office Use Only	
Contract No:	
Dates:	

APPENDIX "A"
Unit Price Bid Sheet

Estimated quantities below are purely for this Proposal, only. The CITY may increase or decrease the quantity of work depending on demand, unit prices, and availability of funds. A bid response containing "No Bid" or "N/A" may be deemed non-responsive.

Tree Removals:

D.B.H. (Diameter at breast height)	\$ Unit Price Per Tree	Estimated Quantity
12" - <18".....	\$ _____	10
18" - <24".....	\$ _____	10
24" - <30".....	\$ _____	10
30" - <36".....	\$ _____	20
36" - <42".....	\$ _____	20
42" - <48".....	\$ _____	20
48" - UP.....	\$ _____	10

Tree Pruning:

D.B.H. (Diameter at breast height)	\$ Unit Price Per Tree	Estimated Quantity
12" - <18".....	\$ _____	5
18" - <24".....	\$ _____	5
24" - <30".....	\$ _____	5
30" - <36".....	\$ _____	5
36" - <42".....	\$ _____	5
42" - <48".....	\$ _____	5
48" - UP.....	\$ _____	5

Stump Removals:

D.B.H. (Diameter at breast height)	\$ Unit Price Per Tree	Estimated Quantity
12" - <18".....	\$ _____	15
18" - <24".....	\$ _____	15
24" - <30".....	\$ _____	15
30" - <36".....	\$ _____	25
36" - <42".....	\$ _____	25
42" - <48".....	\$ _____	25
48" - UP.....	\$ _____	5

APPENDIX "B"
Emergency Tree Work
Unit Price Bid Sheet

Please provide below both emergency hourly labor and equipment rates. Specify emergency hourly labor rates during normal business hours (Monday through Friday 9:00a.m. to 5:00p.m.), and emergency hourly labor rates outside normal business hours including weekends and legal holidays. This aspect of the proposal will be evaluated on the total price it would cost to utilize all below listed crew and equipment for one hour, however, payment will be made on the actual equipment and personnel used during each emergency. A bid response containing "No Bid" or "N/A" may be deemed non-responsive.

LABOR RATE	\$ PER HOUR (normal business hours)	\$ PER HOUR (outside normal business hours)
Crew Chief.....	\$_____	\$_____
Climber/Bucket Operator.....	\$_____	\$_____
Ground person.....	\$_____	\$_____
Crane Operator.....	\$_____	\$_____
Truck driver.....	\$_____	\$_____
TOTAL	\$_____	\$_____
EQUIPMENT RATE	\$ PER HOUR	
Bucket truck		
Rear Mount.....	\$_____	
Forestry Package.....	\$_____	
Crane (85').....	\$_____	
Log loader.....	\$_____	
Dump truck.....	\$_____	
Chipper truck.....	\$_____	
Chipper.....	\$_____	
TOTAL	\$_____	
	\$ PER HOUR (normal business hours)	\$ PER HOUR (outside normal business hours)
EMERGENCY STANDBY (for a full crew)	\$_____	\$_____