



# *BOROUGH OF HAWTHORNE*

*Office of the Borough Administrator*

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*445 Lafayette Avenue, Hawthorne, New Jersey 07506-2551*

**Administrator**  
*Eric Maurer*

## **REQUEST FOR PROPOSALS** **~ Tree Planting Services 2017 ~**

The Borough of Hawthorne requests proposals for supply and planting of trees on municipal property and on public road right-of-ways.

These proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5.

Sealed Proposals should be in writing as described below and submitted to Borough Administrator Eric Maurer, 445 Lafayette Avenue, Hawthorne, NJ 07506, no later than 11:00 am on Tuesday, November 29, 2016, at which time all proposals received will be publicly opened.

A notice of award is expected to be made by approximately December 21, 2016, and posted on the Borough's website at [www.hawthornenj.org](http://www.hawthornenj.org).

### **GENERAL**

#### ***Payment:***

Payment will be made within 30 days of submission of an invoice for the actual quantities of service provided accompanied by a municipal payment voucher upon completion of the work, based on the unit price bid in the proposal, which price shall include the cost of labor, all tools, equipment and materials, signage, and all else necessary therefore and incidental thereto.

#### ***Regulatory requirements:***

The vendor must have and supply with the proposal a current New Jersey Business Registration Certificate issued by the New Jersey Treasury Department. See [www.nj.gov/treasury/revenue/taxreg.htm](http://www.nj.gov/treasury/revenue/taxreg.htm).

#### ***Term of contract:***

The contract(s) awarded pursuant to this RFP will be for time it takes to complete the work.

#### ***Insurance:***

The Contractor shall maintain the following insurance coverage in companies acceptable to the Borough of Hawthorne, which will protect him from claims for damages which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them:

Workers Compensation -- statutory limit; an Employer's Liability Insurance limit of not less than \$1,000,000.00. The policy to include a provision that the insurer agrees to waive all rights of subrogation against the Borough of Hawthorne, its employees or agents;

Comprehensive automobile liability coverage for protection against all claims for injury to any and all persons and damage to property of others arising from the use of each automobile, truck, vehicle, or other equipment used in the performance of the within Contract. The liability limits shall not be less than the following: 1) Bodily Injury -- \$1,000,000.00 Per Person; 2) Property Damage - \$1,000,000.00 Each Occurrence; or 3) A Combined Single Limit of \$1,000,000.00.

Comprehensive General Liability (Occurrence Form) Coverage for protection against all claims arising from injuries to any or all persons (including death resulting (there from) and damage to property (including loss of use thereof) arising out of any act or omission of the Contractor, his agents and employees. The limits of liability shall not be less than \$1,000,000 each occurrence and aggregate where applicable.

All of the aforementioned policies with the exception of Workers Compensation shall name Borough as an additional insured and copies of such policies or certificates of insurance shall be delivered to the Borough as a pre-condition to commencement of the furnishing of work, labor or services hereunder.

## **TECHNICAL SPECIFICATIONS**

1. Scope of Work: To provide all labor, supervision, equipment, materials and expertise required to perform tree planting work in the Borough of Hawthorne, New Jersey, as specified herein. Since the work is of a potentially dangerous nature and requires specialized expertise, it is to be performed by a company which derives the majority of its annual income from arboricultural or landscape work, and whose employees are highly trained and skilled in all phases of tree planting. Work performance history and references may be required by the Borough. **The Borough reserves the right to increase or decrease the number of trees shown on the bid form by up to 20%.**
2. Location: Work limited to public rights-of-way in the Borough of Hawthorne. Work may also include occasional planting on other public properties in the Borough. A list of specific locations will be provided to the Contractor after award.
3. Regulations: The successful proposer shall be subject to comply with all applicable federal, state, and local ordinances, regulations, licenses, and permits necessary to perform work under this Contract.
4. Work Period: Work shall begin between April 1 and April 15, 2017, weather permitting, and be **completed within 10 working days**, exclusive of inclement weather. Working hours shall be between 7:30 a.m. and 5:00 p.m. Monday through Friday, excluding state

and federal holidays. Weekend and holiday work may be permitted in writing only, under exceptional circumstances, at the discretion of the Borough Administrator.

5. Supervision: Contractor consults with the Hawthorne Shade Tree Commission or its designee concerning scheduling and details of all work. Contractor has a competent person in charge of his work at all times to whom the Borough may issue directives, and who shall accept and act upon such directives, and who speaks, reads, and writes English competently.
6. Inspection: The Borough Arborist shall be called two days prior to the end of work so that inspection of completed work can be performed. The Borough shall inspect work at its discretion once work has begun.
7. Traffic Control and Safety: Is the total responsibility of the Contractor, and shall be coordinated with the Borough. The Contractor shall be solely responsible for worker, pedestrian, and vehicular safety and control within the worksite, and shall provide all necessary warning devices, barricades, and ground personnel needed to give safety, protection, and warning to all persons and vehicles in the work area. Blocking of public streets shall not be permitted without written consent of the Borough. Traffic control shall be accomplished in conformance with applicable state, county, and municipal codes.
8. Utility Agencies: Are contacted by Contractor any time assistance is needed to work safely around overhead or underground installations. The Borough provides list of principal contacts and telephone numbers for public and private utility organizations. Pre-planting mark-outs are the responsibility of the Contractor.

The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operations.

9. Public Relations: The Borough may provide a supply of informative leaflets to the Contractor at no cost, for distribution to concerned property owners, residents, or passerby. Contractor speaks with concerned property owners, residents, or passerby who have questions about the project. All questions or complaints which the Contractor cannot answer are referred to the Hawthorne Shade Tree Commission or the Borough Arborist.
10. Subcontractors: Subcontracting of any work under this Contract will not be allowed without prior written consent of the Borough. All subcontractors permitted to perform any work under this contract shall be bound by all conditions and specifications contained herein. It is the total responsibility of the Contractor to ensure that all such conditions and specifications are met by the subcontractor.

All directions given to the subcontractor in the field shall bind the Contractor as if the directions had been given directly to the Contractor.

11. Soil:
  - A. Soil excavated from the planting hole shall be used as planting backfill provided it

is amended as follows: all stones, rocks, roots and other extraneous materials greater than two inches in diameter are removed; peat moss, or another organic amendment approved in writing by the Borough, may be added to the backfill during planting, in the amount of 10 - 20% by volume.

- B. Hauled topsoil may be used as backfill on very poor sites upon the approval of the Borough. A soil analysis must be submitted for the prior approval of the Borough Arborist in such cases. Soil analysis must list textural analysis, total organic matter content, PH, and micronutrient analysis.
- C. All soil used as backfill shall be sufficiently pulverized, and of sufficient but not excessive moisture content such that no clods greater than three inches in diameter are used as backfill. In addition, all soil shall be free of substances or materials detrimental to plant growth. All surplus soil shall be removed from the site by the Contractor.

Mulch:

All mulch shall be of chipped wood or bark, and shall be free of materials or organisms detrimental to plant growth. Chips shall be approximately 1/8" thick with at least half having an area no less than one square inch, and none having an area greater than six square inches. Chips shall be free of thorns, litter, and inorganic debris.

12. Planting Technique:

- A. Trees shall be delivered to the planting site by the contractor the day of planting. No trees shall be left at any planting site overnight. The Township does not provide storage of trees prior to planting.
- B. No holes shall be dug until their location is marked by the Borough Arborist. **Open holes shall be guarded or barricaded** with qualified warning devices whenever they present a possible hazard to passersby.
- C. Circular holes with sloping sides shall be dug. Many of the trees are replacements, and may be planted over or near old roots, other trees, etc. **Contractor should expect difficult digging conditions in disturbed urban soils.** Holes shall be two feet greater in diameter than the root ball, where possible, and **no deeper than the root ball's height.** Sides of the hole shall be scored or roughened to eliminate glazing.
- D. **Trees shall be protected and handled carefully at all times** during transport and handling to prevent drying of tree or root ball by winds, and to prevent any damage or breakage of the root ball. Bark shall be protected from bruising or abrasion. All trees shall be handled and lifted by the root ball only.
- E. Trees shall be centered in the hole on firmly compacted soil. The root flare shall set one to three inches above the surrounding grade. Root flares set **below** the surrounding grade or more than 3" above surrounding grade will be **rejected.**

- F. **All burlap, twine, rope, wire, and wire baskets shall be removed.** It is important to handle the root ball carefully in order to keep the root mass intact. **Name tags identifying the tree species shall be left in place.**
- G. Once the top half or the soil ball is exposed, excess soil on top of the root ball at the base of the stem shall be carefully excavated/pulled back by hand and fingers (no tools) to **expose the root flare**, unless the root flare is visible upon removal of burlap. **Balls of containerized trees shall be scored** one inch deep on three sides once pot is removed. Any and all girdling roots shall be removed.
- H. Backfilled soil shall be tamped by foot when the hole is one third filled. Tamp again when the hole is two thirds filled and completely full. No air pockets shall remain in the backfill or between the backfill and root ball. Tree trunks shall be straight upon completion of backfilling and tamping.
- I. Soil around the perimeter of the backfilled hole may be mounded (no more than 2" deep) to form a water retention basin or dish over the root ball. Mounded **soil shall not be placed on top of the original root ball. Excess soil shall be hauled away. The basal root flare shall be visible upon completion.**
- J. Watering: All plants shall be **thoroughly watered immediately** after planting. Contractor shall certify to the Township Forester what method/equipment will be used prior to commencement of all work.
- K. Mulching: All plants shall be mulched with specified material to a depth of **three to four inches** over the entire excavated area. **NO** mulch shall be placed in contact against the tree's stem.
- L. Wrapping: Tree trunks shall not be wrapped.
- M. Fertilizing: Plants shall not be fertilized during planting.
- N. Pruning: All suckers, watersprouts, and broken, rubbing, crossing, or hazardous limbs shall be removed at planting. No more than one third of the entire crown mass may be removed. All cuts shall be made with sharp tools, and along the outer edge of the branch collar. Topping or heading back shall be cause for rejection of the plant.
- O. Staking: Balled in burlap trees shall not be staked **unless** tree seems loose in root ball or hole. Staking method shall be pre-approved by the Borough. **All containerized** plants shall be staked in a method pre-approved by the Borough. **Contractor shall return and remove all stakes six (6) to twelve (12) months after planting.**
- P. Publicity: Immediately following planting, the Contractor shall place informational tree care **literature** provided by the Township Forester in the **door** of each building adjacent to planting site. Under no circumstances shall literature be placed in mail

boxes.

13. Clean-Up: The work site shall be left equal to or cleaner than its pre-work condition. Tree limbs, trees, vehicles, soil, and other materials are kept off private property.

Where private property must be used, the Contractor shall notify the Borough, then wait for written permission from the property owner before proceeding to work at that location. Clean-up is completed within two hours after debris has been placed around the site. All lawn areas shall be raked, and all paved areas shall be swept.

14. Wood Products and Debris: It is the total responsibility of the Contractor to remove and dispose of all wood, chips, soil, brush, and debris resulting from his work in a safe and legal manner. No materials or debris shall remain on the public right-of-way or Borough property past the end of a work day.

15. Damages: Damages done by the Contractor to any person or property, public or private, is the total responsibility of the Contractor, and are repaired or compensated for by the Contractor at no cost to the Borough, and to the satisfaction of the injured party and the Township. All damages or injuries shall be reported to the Borough Administrator in writing within 24 hours of occurrence. Exceptions: damage to underground irrigation or dog fence in the right-of-way shall not be the responsibility of the contractor, and the Township shall notify adjacent residents in advance to mark/protect such installations so the Contractor can try to avoid them.

16. Final Inspection and Acceptance: When all of the Contract is completed, the Contractor shall request a final inspection by the Borough. The request shall be made at least five working days prior to completion of the contract. Upon correction of any deficiencies detected by the Borough, **including failure to water all trees**, final acceptance of the project will be certified in writing to the Contractor.

17. Supervisor's Meeting: Before work begins, a mandatory meeting shall be held between the Borough and all employees of the Contractor who are expected to serve as field supervisors under this Contract. This meeting shall be held at a time and place set by the Borough, and will cover the work to be performed under this Contract, and any questions the Contractor may have.

18. The Borough reserves the right to increase or decrease quantities by up to twenty percent (20%) based on funds available.

19. All trees shall be tagged with the common and/or Latin name upon delivery. All trees shall be of the highest quality, with straight trunks, and large full crowns appropriate for the species. Trees shall be balled and burlapped, or in containers, as long as the designated size is provided. **Substitutions will only be allowed after a request for such, in writing, is submitted at the time of bidding and approved by the Borough Arborist. It is preferred that the species specified are supplied, and preference will be given to bidders supplying species indicated. The entire project must be bid upon. No partial bids will be accepted.**

## **CONTENTS OF PROPOSAL**

Signed proposal form (attached) including:

- Name and address of company, and contact information for company representative.
- Proposed unit price (per tree), and total price.

No fewer than three (3) references, with organization name, contact name, address and telephone number, for whom similar work has been performed in the past two (2) years.

List of equipment available to the entity making the proposal for performing the proposed services.

Itemization of any terms, conditions, limitations or exceptions to the above-stated requirements under which the work will be undertaken.

Copy of current NJ Business Registration Certificate must be submitted with proposal.

## **BASIS OF AWARD**

The Borough expects to award this contract to the entity proposing the lowest price, provided that all of the listed requirements are met. The Borough reserves the right to waive requirements at its discretion, or to make no award

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## PROPOSAL PRICE SUMMARY

We, the undersigned company, agree to furnish to the Borough of Hawthorne, County of Passaic, New Jersey, the following items in accordance with the attached Request for Proposal..

In addition, the undersigned has read the technical specifications which are attached and made a part hereof, and agrees to furnish such service at the price(s), as shown below, in the manner as indicated in the technical specifications. It is understood that the award of the bid will be based upon the lowest price bid, after analysis for compliance of the bids submitted. **The entire project must be bid upon. No partial bids will be accepted.**

Quantity	Species	Common name	Size	Unit Cost	Extended Cost
20	Acer campestre	Hedge maple	2-2 1/2"	_____	_____
30	Acer buergerianum	Trident maple	2-2 1/2"	_____	_____
15	Quercus Bicolor	Swamp maple	2-2 1/2"	_____	_____
10	Gingko biloba	Gingko	2-2 1/2"	_____	_____

TOTAL 75 TREES    \$ \_\_\_\_\_

The Borough reserves the right to increase the number of trees shown above by up to 20%.

Authorized Signature of Bidder: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email address: \_\_\_\_\_

Federal EIN

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Date:

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Include with proposal: a) equipment list; b) copy of NJ Business Registration Certificate; c) no less than three (3) references; d) a list of available equipment; and e) itemization of any terms, conditions, limitations or exceptions to the above-stated requirements under which the work will be undertaken and f) completed Iran Investment Disclosure Form

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND  
PROPERTY DISCLOSURE OF INVESTMENT ACTIVITIES IN**

**Quote Number:**

**Bidder/Offeror:**

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

**I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.****

**OR**

**I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name	Relationship to Bidder/Offeror
Description of Activities	
Duration of Engagement	Anticipated Cessation Date
Bidder/Offer or Contact Name	Contact Phone Number

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Signature:

Title:

Date:

**Do Not Enter PIN as a Signature**