



**REQUEST FOR PROPOSALS**

**Title:**

**TREE PRUNING SERVICES**

**FOR PROFESSIONAL SERVICES**

**REQUEST FOR PROPOSALS  
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## REQUEST FOR PROPOSALS

### 1. INTRODUCTION

#### 1.1 Purpose

The Town of Rimbey is seeking proposals from qualified companies to provide tree pruning services within the municipality.

### 2. INSTRUCTIONS TO PROPONENTS

#### 2.1 Closing Time and Address for Proposal Delivery

Proposals should be in a sealed package, marked on the outside with the Contractor's name, title of the Project must be received by the office of the:

Town of Rimbey

Vern Browne

*Public Works Foreman*

Address: 4938-50 Avenue

Rimbey, AB T0C 2J0

**on or before the following date and time (the "Closing Time"):**

**Time: 4:00 pm local time**

**Date: Friday, February 22, 2013**

Submissions by fax [or email] will not be accepted.

#### 2.2 Number of Copies

Proponents should submit the original plus 2 hard copies (3 in total) of their Proposals. The original Proposal should be unbound.

#### 2.3 Late Proposals

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time.

#### 2.4 Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out above, at any time before the Closing Time but not after. An amendment must be signed by an authorized signatory of the Proponent. Fax amendments are permitted, but such fax may show only the change to the proposal price(s) and in no event disclose the actual proposal price(s). A Proponent bears all risk that the Town's fax equipment functions properly so as to facilitate timely delivery of any fax amendment.

## **2.5 Inquiries**

All inquiries related to this RFP should be directed in writing to the person named below (the “**Town Representative**”). Information obtained from any person or source other than the Town Representative may not be relied upon.

Vern Browne

*Public Works Foreman*

Address: Town of Rimbey – Public Works

4938-50 Avenue

Rimbey, AB V3S 3C7

Phone: 403-843-2725

Fax: 403-843-4960

Email: **generalinfo@rimbey.ca**

Inquiries should be made no later than 7 days before Closing Time. The Town reserves the right not to respond to inquiries made within 7 days of the Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the Town.

## **2.6 Opening of Proposals**

The Town intends to open Proposals in private but reserves the right to open Proposals in public at its sole discretion.

## **2.7 Status Inquiries**

All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to the Town Representative.

## **3. EVALUATION AND SELECTION**

### **3.1 Evaluation Team**

Evaluation of Proposals will be undertaken by the Town. The Town may consult with others including Town staff members, third party Contractors and references, as the Town may in its discretion decide is required.

### **3.2 Evaluation Criteria**

The Evaluation Team will compare and evaluate all Proposals to determine the Contractor's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the Town.

The Town reserves the right to reject Proposals from Contractors who are unable to provide evidence that they are capable of providing the necessary labour, materials, equipment and adequate financial arrangements for satisfactory performance and

provision of services as herein specified. Evidence of such competency and experience should be provided, and the proposal shall be evaluated taking such evidence into account.

#### **4. GENERAL CONDITIONS**

##### **4.1 No Town Obligation**

This RFP is not a tender and does not commit the Town in any way to select a Preferred Contractor, or to proceed to negotiations for a Contract, or to award any Contract, and the Town reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

##### **4.2 No Contract**

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

##### **4.3 Conflict of Interest**

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the Town, its elected or appointed officials or employees. The Town may rely on such disclosure.

##### **4.4 Solicitation of Council Members and Town Staff**

Proponents and their agents will not contact any member of the Town Council or Town staff with respect to this RFP, other than the Town Representative named in section 2.5 at any time prior to the award of a contract or the termination of this RFP.

##### **4.5 Confidentiality**

All submissions become the property of the Town and will not be returned to the Proponent. All submissions will be held in confidence by the Town unless otherwise required by law. Proponents should be aware the Town is a “public body” defined by and subject to the *Freedom of Information and Protection of Privacy Act* of Alberta

## SCHEDULE A

### SPECIFICATIONS OF GOODS

#### 1. **Business Opportunity**

The Town of Rimbey's Public Works is responsible for the provision of annual tree pruning services throughout the Town. To ensure the Town is receiving the best service for the best price, the Town is requesting proposals to provide annual tree pruning services. With the volume and ages of trees and the important role they play in an urban environment.

#### 2. **Minimum Qualification Requirements**

1. The Proponent must have:

- a) General commercial liability insurance in a minimum sum of \$5 million dollars and shall indemnify and hold harmless the Town, its agents and employees, from and against claims, demands, losses, costs, damages, actions, suits or proceeding by third parties that arise out of, or are attributable to, the Contractor's performance of the contract is required to provide proof to the Town;
- b) Good standing with the Workers' Compensation Board and shall provide proof of same to the Town upon request
- c) staff must be competent and capable of pruning; and
- d) Proponent should possess considerable technical skills, and knowledge, which will enable you to incorporate the most innovative pruning practices in arboricultural work.

#### 3. **General**

- 1) This section describes the Town's requirements for tree pruning services that will be provided by the Contractor.
- 2) The Contractor will provide all qualified personnel, materials, tools, equipment required to prune trees.
- 3) Pruning services will include the pruning of trees on Town streets, as outlined in Schedule B (attached).
- 4) The Contractor is expected to schedule the pruning in the most efficient and cost effective method possible to complete.
- 5) The Contractor is expected to provide information on the pruning work in a courteous and professional manner to any resident that makes inquiries while the Contractor is on site.
- 6) The work is to be invoiced at the rate, as negotiated for the work illustrated in Schedule B. If it is found that the services are not provided for cost effectively the contract will be terminated.

#### **4. Documentation**

- 1) It is expected that the Contractor will report to the Town any problems associated with the trees. The following are some examples of information that the Contractor is expected to provide to the Town:
  - i) improperly or excessively pruned trees, often done by the resident
  - ii) missing or dead trees
  - iii) dying and diseased trees
  - iv) record the pruning of trees on the street that are not on the list.

#### **5. Workmanship**

- 1) The overall general goal is to prune trees to ensure they have sound structure and are not obstructing other functions.
- 2) All services required hereunder will be performed as promptly as possible, and in any event within the time stated by the Town, and such work will be subject to approval and acceptance of the Town, but such approval and acceptance will not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the Town
- 3) The Contractor will be required to undertake the entire works specified and execute these in a practical and workman-like manner, and shall be responsible for satisfactory progress throughout to the satisfaction of the Town.

#### **6. Site Clean-Up**

The Contractor will clean up the site(s) and remove and dispose of all debris at the end of each pruning operation. Site clean-up will include, but is not limited to, the removal of sawdust, small twigs, chips, leaves, trunks and limbs. Tree pruning refuse may be disposed of at the Recycle Facility Burn Pit.

#### **7. Hours of Operation**

- 1) Normal service hours for the Town Public Works Department are 8:00 a.m. to 5:00 p.m. - Monday to Friday, excluding statutory holidays.

#### **9. Communication**

- 1) The Contractor shall ensure all those involved in the pruning services have cellular phones.
- 2) The Contractor shall immediately report any conflicts of any nature with the public and/or tree hazards or other issues that may arise.

#### **10. Procedural Expectations**

- 1) The Contractor shall have complete control of the Work and shall effectively direct and supervise the Work, using his best skill and attention, and shall be solely responsible for all tree pruning methods, techniques, sequences, and procedures and for coordinating all parts of the services under the Agreement Documents.
- 2) The Contractor shall cordon off all areas where the trees need to be pruned.

- 3) The Contractor shall use and display all the necessary signage at all areas where the work takes place. Communication with the Town shall occur at all times to ensure all safety measures are taken.
- 4) Pruning may be conducted in areas where overhead utilities are present. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and will be responsible for all claims for damage due to the Contractor's operation.

**11. Damage to Property**

- 1) Any damage to property as the result of the Contractor's operations will be the responsibility of the Contractor.
- 2) Should the damage not be rectified within the time agreed upon or to the satisfaction of the Town, the Town reserves the right to replace or repair that which was damaged, or assess the Contractor such costs as may be reasonable and related to damage caused by the Contractor, and deduct these costs from any payment due to the Contractor
- 3) The Contractor shall inform the Town of any damage caused by the Contractor's operation on the day such damage occurs.

**13. Business License**

- 1) The Contractor will obtain and maintain throughout this Agreement a valid Town of Rimbey business license.

**14. Traffic Control**

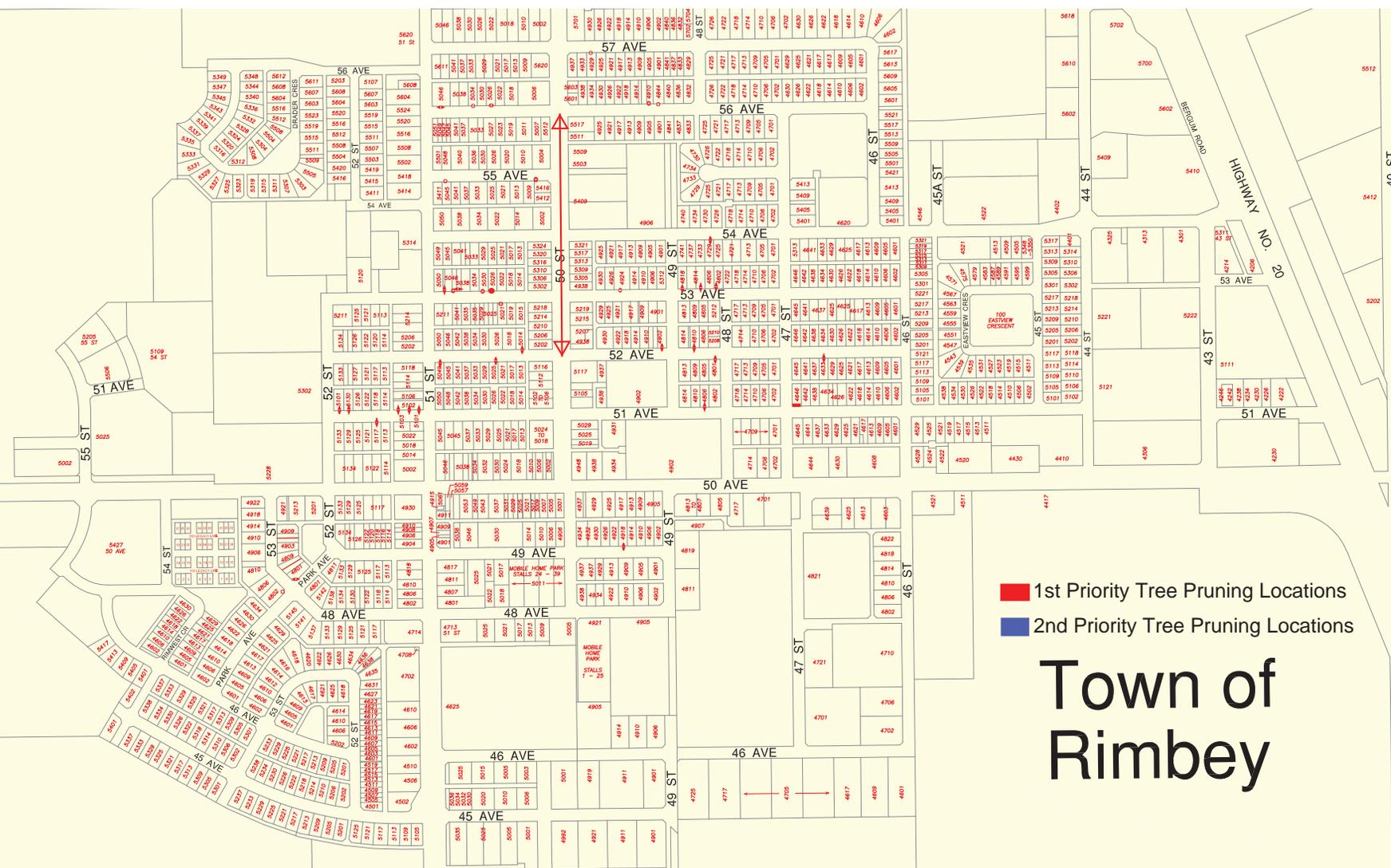
- 1) The Contractor shall provide adequate barricades, flag person(s), signs and/or warning devices during the performance of the Contract to protect the motorists and pedestrians.
- 2) The Contractor at all times will ensure the safety of the public (vehicular and pedestrian traffic) and its employees in the performance of traffic control services.
- 3) The Contractor to be responsible for all temporary traffic marking, signing, flagging and control while performing services covered by this Proposal. In general, the following procedure shall be followed.
- 4) Whenever such services are carried out, the Contractor at his expense, shall provide:
  - i) all necessary signs, materials, barricades, and other warning devices; and
  - ii) in some cases, equipment like flashing arrow boards, cones, etc.
- 6) The Town will strictly enforce traffic policies and procedures.

## **SCHEDULE B**

### **SCOPE OF WORK**

- 1) Trees to be pruned under this contract are divided into 1<sup>st</sup> priority and 2<sup>nd</sup> priority locations. First priority are listed on the attached map and second priority are located in the following alley locations:
  - South of 54 Avenue between 45 & 46 Street – 1 Spruce tree;
  - 5125 – 46 Street – 2 Spruce Trees;
  - North of 51 Avenue between 46 & 47 Street – 6 Spruce trees & 1 Leaf tree;
  - North of 51 Avenue between 47 & 48 Street – 5 Spruce Trees;
  - North of 51 Avenue between 48 & 49 Street – 1 Spruce & 2 Leaf trees;
  - North of 50 Avenue between 47 & 48 Street – 2 Spruce trees;
  - North of 50 Avenue between 46 & 47 Street – 6 Spruce & 5 Leaf trees;
  - North of 50 Avenue between 48 & 49 Street – 3 Spruce trees;
  - North of 50 Avenue between 49 & 50 Street – 1 Spruce & 1 Leaf tree;
  - North of 53 Avenue between 47 & 49 Street – 12 Spruce trees;
  - North of 53 Avenue between 46 & 47 Street – 1 Spruce & 3 Leaf trees;
  - North of 55 Avenue between 50 & 51 Street – 11 Spruce, 2 Pine & 4 Leaf trees;
  - North of 54 Avenue between 50 & 51 Street – 18 Spruce & 3 Leaf trees;
  - North of 53 Avenue between 50 & 51 Street – 18 Spruce, 3 Leaf trees & shrubs;
  - North of 52 Avenue between 50 & 51 Street – 4 Spruce & 4 Leaf trees;
  - 5112 – 50 Street – 3 Leaf trees;
  
- 2) The trees are to be pruned from ground level up to 15 feet in height, from the roadway back to the property line.

TOWN LIMITS



- 1st Priority Tree Pruning Locations
- 2nd Priority Tree Pruning Locations

# Town of Rimbey