

TOWN OF NEWTOWN, CONNECTICUT

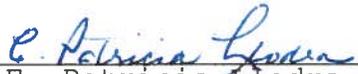
REQUEST FOR PROPOSAL

Proposals will be received at the office of the Financial Director, 3 Primrose Street, Newtown, Connecticut 06470, until but no later than: **11:00 a.m., Wednesday, July 18, 2012**

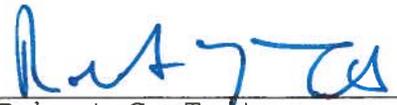
Covering: **REMOVAL & REMEDIATION - JAPANESE BARBERRY**
(Mandatory Pre-proposal Meeting: 10:00 am, Thursday, July 12, 2012
Newtown Municipal Center, Council Chambers, 3 Primrose St.,
Newtown, CT 06470)

Specifications are available on-line at www.newtown-ct.gov or at the pre-proposal meeting.

The Purchasing Authority of the Town of Newtown reserves the right to accept or reject any or all options or proposals; to waive any technicality in any proposal or part thereof, and to accept any proposal deemed to be in the best interest of the Town of Newtown. The Town of Newtown is an Affirmative Action Employer - MBE/WBE are encouraged to bid.



E. Patricia Llodra
First Selectman



Robert G. Tait
Finance Director

PURCHASING AUTHORITY

NEWTOWN MUNICIPAL CENTER
3 PRIMROSE STREET
NEWTOWN, CONNECTICUT 06470
TEL. (203) 270-4221 / FAX (203) 270-4205

www.newtown-ct.gov



E. PATRICIA LLODRA
FIRST SELECTMAN
ROBERT G. TAIT
FINANCE DIRECTOR

TOWN OF NEWTOWN PURCHASING AUTHORITY

INSTRUCTIONS TO PROPOSERS

1. Submit proposals in a sealed envelope plainly marked to identify the particular proposal.
2. The Purchasing Authority of the Town of Newtown reserves the right to accept or reject any or all options, bids, or proposals; to waive any technicality in any bid, or part thereof, and to accept any bid deemed to be in the best interest of the Town of Newtown, Connecticut.
3. Proposers may be present at the opening of the proposals.
4. Proposals may be held by the Town of Newtown for a period not to exceed sixty (60) days from the opening of the proposals for the purpose of reviewing the proposals and investigating the qualifications of the proposers prior to award.
5. It is the sole responsibility of the proposer to see that the proposal is in the hands of the proper authority prior to the proposal opening time.
6. The successful proposer may be required to post a Certificate of Insurance, with the Town of Newtown named as additional insured, in an amount to be determined by the Town of Newtown.

Town of Newtown

Finance Office
3 Primrose Street
Newtown, CT 06470

Request for Proposal

Japanese Barberry Removal and Remediation

Request for Proposals

Japanese Barberry Removal and Remediation

The Town of Newtown is seeking to engage a landscaper or horticulture firm to provide Japanese Barberry removal and management as described herein.

A mandatory pre-bid meeting will be held at the Newtown Municipal Office Building, 3 Primrose Street, Newtown, CT in the Council Chambers at 10:00 A.M. on Thursday, July 12, 2012. A brief meeting will be followed by a site visit to the subject area.

All sealed proposals will be accepted at the Finance Office until 11:00 AM on Wednesday, July 18, 2012 and will be opened at that time and date. No FAX proposals will be accepted.

Interested firms may obtain copies of the Request for Proposal from the Finance office at 3 Primrose Street, Newtown, CT 06470 prior to or the day of the mandatory meeting. Copies will also be available on-line at www.newtown-ct.gov, under the Purchasing Dept.

Questions regarding the project should be referred to Carl Samuelson, Asst. Director-Parks, at (203) 948-2523 or carl.samuelson@newtown-ct.gov. All project specific inquiries must be submitted in writing. Addendums will be prepared as necessary and distributed to all interested firms.

The Town of Newtown reserves the right to waive any informalities or defects in any bid. The Town reserves the right to accept other than the lowest bid if the Board of Selectmen, in its sole discretion, deems it to be in the best interest of the Town to do so. Bids, amendments to bids or withdrawal of bids after the time set for bid acceptance will not be considered.

THE TOWN OF NEWTOWN, CONNECTICUT
REQUEST FOR PROPOSALS

1. PURPOSE

The following proposal is for the initial removal and long – term management of Japanese Barberry on the Fairfield Hills Campus, Newtown, CT. The leadership shown by the Town of Newtown in exploring the control of this non-native, nuisance plant should be commended by our citizens, environmentalist, and medical professionals as the campus is not only widely used for low-impact recreation, but also more and more a hub of our community. The imbalance that this one plant has caused to the native habitat in our town is significant. Along with choking our native understory plants which our native fauna relies on, the plant also alters the pH, nutrient levels, and biological activity in the soil to its favor, so as to further exacerbate future encroachment.

Connecticut Agricultural Experiment Station Scientist Scott Williams said the “plant is a natural nursery for ticks because it traps and retains humidity underneath the canopy that retains humidity throughout the day,” he said. “We’ve found that ticks in Japanese Barberry had a higher percentage of the Lyme bacteria” / Williams believed the higher percentage of infected ticks was due to the fact that they would feed on infected mice as they grew and then spread the disease to even more mice. Further, because of barberry’s sharp thorns, the white-footed (mouse which is a secondary host to Lyme and related tick borne diseases) is able to hide in thickets where its natural predators are not able to keep the population in check.

As the plant is incredibly opportunistic and can thrive in a variety of conditions (sun/part shade/poorly drained soils/open sunny areas etc...) the management plan which follows caters to these varied landscapes as to minimize damage to desirable plants, minimize soil disturbance, and be the most effective, yet financially efficient means for control of the plant.

2. BACKGROUND INFORMATION

The Town of Newtown is a scenic “small town” located in Fairfield County in southwestern Connecticut, about sixty miles from New York City. Newtown is bordered on the south by Easton and Redding, on the north by Bridgewater and Southbury, on the east by Oxford and Monroe, and on the west by Bethel and Brookfield. Newtown is traversed by Interstate 84, U.S. routes 6 and 302 and Connecticut routes 25 and 34. It covers 38,644 acres or 60.38 square miles, making it the fifth largest town, area-wise, in the state. Newtown was established in 1711 and is comprised of the Borough, Sandy Hook, Hawleyville, Botsford and Dodgingtown “neighborhoods. The Town population is 27,560 as of the 2010 census.

Newtown operates under a Charter adopted in 1961 and most recently revised in 2008. The Charter retains a limited Town Meeting form of government with an elected Board of Selectmen (3) supervising the administration of Town affairs, a First Selectman acting as the town’s Chief Executive and Administrative Officer, and a twelve member Legislative Council acting as the legislative body, with the exception of those items specifically enumerated on which the Town Meeting is authorized to act. Financial matters are supervised by a Board of Finance (6) and an appointed Finance Director.

The Fairfield Hills Campus (subject area) is located in the south central section of Town between exit 11 of Interstate 84 and Route 25. The original campus was built almost 100 years ago to serve as a psychiatric and medical care facility for the State. The state began closing much of the facility in the early 90’s and since then has been acquired by the Town.

More information about the town of Newtown can be found on the town’s website (www.newtown-ct.gov).

3. OBJECTIVES

While acknowledging the invasive nature of the existing Barberry stand, the Town is interested in taking advantage of financially feasible methods to reduce the existence of Japanese Barberry and promote native vegetation to flourish.

The Town has ambitious adaptive reuse goals including municipal, commercial, cultural and recreational venues. This invasive management plan should be the start of long term care and custody of the trail system at the Fairfield Hills Campus.

4. QUALIFICATIONS AND EXPERIENCE

Respondents shall provide a description of the professional and technical experience, background, qualifications and professional licensing/certification of the company's key personnel. The respondent shall show that the respondent's company and primary contact professional possess demonstrated skills and experience in all areas of the project scope of services.

An important goal of the project is to develop an environmentally responsible approach that is financially feasible, with equipment and cultural strategies to reduce and negative impacts to the desirable ecosystems present. All efforts to surpass current norms for ecology conservation, soil disturbance and wetland regulatory practices shall be taken.

Applicants should include a list of environmental conferences, seminars, workshops, and professional meetings attended by team members in recent months or years and a list of company members actively involved in the local, state, or national level of Green Industry Associations, Environmental Associations, Landscape Industry Associations or similar efforts such associated with this industry.

Company Experience

Respondent must meet all of the following qualifications and requirements to be given considerations:

- Minimum of three (3) years of professional experience in municipal projects.
- Completion of a minimum of two (2) municipal or equivalent projects within the last ten (10) years.
- Demonstrated successful experience with sustainability requirements.
- Demonstrated successful experience of similar scope projects.
- Knowledge of potential sources of grant funding for municipal projects.
- Ability to work within stipulated guidelines of applicable funding sources.
- Hold a valid Commercial Supervisory Pesticide License in good standing with the State of Connecticut. Copy of license shall be submitted with RFP response.
- All applicators used for services rendered shall hold valid Applicators Certificates issued by the State of Connecticut.

Respondent shall identify any subcontractor (or sub consultants) proposed to be used on this project and clearly explain their role and the percentage of involvement.

5. SERVICES REQUIRED AND APPROACH

A. Services Required

1. Fairfield Hills Barberry Removal - Phase I:
 - a. Remove the large/more accessible (within 50 feet of pathway) stands of Japanese Barberry with a mini-excavator with mechanical thumb. This will remove most of the root systems and will have minimum re-growth. To be done only in upland areas. Some post emergent sprays/torch will be needed.
 - b. Lone plants or small stand in the interior woodland/wetland areas will be removed with weed wrench, mattock, or similar hand tools. No machinery will enter the wetland areas. Some post emergent sprays and/or torch will be needed. Wetland Areas shall be delineated by the Town.
 - c. In areas with large stands (more that 10 sq feet), cut and remove the upper branches to within 12" of the soil level. The remaining stems will be swabbed with a 2 % glyphosate solution (Roundup or equivalent) or torched with a propane fired gun. The root systems will be left in place. A second treatment will be needed after re-sprouting of vegetation.
 - d. All workers will be wearing brightly colored vest for the safety of passers-by and for ease in worker identification in this public facility. The Barberry will be hauled to the Town Transfer Station for disposal.

Item 101

Machinery w/operator: (6) days at 8 hours/day

Item 102

Manager/foreman (12) days at 8 hours/day

Item 103

Labor 4 men (12 days) at 8 hours/day

Item 104

Materials/glyphosate/propane etc...

Item 105

Principal oversight - manager in charge

Item 106

Trucking of materials/debris to town of Newtown Transfer Station

Total Phase I

2. Management/Inspection - Phase II:

- a. Late summer/early fall is an ideal time for treatments as the active material will be translocated readily to the root system. Three to four weeks following initial removal, follow up with a spray technician to apply a second glyphosate and/or torching treatment for further control. The areas will be scouted for and treated as needed.

Item 201

2 Spray/torch technicians 2 days

Item 202

Materials

Item 203

Principal oversight - manager in charge

Total Phase II

3. Early Spring Year 2 Management/Inspection

- a. As barberry is one of the first understory plants to re-foliate in the early spring, it is a good time to inspect and treat for any re-growth of vegetation and minimize risk to other desirable native plants. The areas will be scouted for and treated as needed.

Item 301

Spray technicians 16 hours

Item 302

Materials

Item 303

Principal oversight - manager in charge

Total Phase III

TOTAL ALL PHASES - THROUGH TO YEAR 2

3. On Going Management Phase IV

Item 401

The presence of and on-going control of the Barberry will need a minimum of 1x year inspection/spray treatment. Provide costing to the town for annual services.

6. STATEMENT OF QUALIFICATIONS CONTENT

The Statement of Qualifications itself shall be organized in the following format and information sequence:

- A. State full name and address of your organization. Include names of lead professional personnel, titles, qualifications, and departments to be assigned to the project.
- B. Provide a brief description of your firm, including qualifications, experience and depth of staff, and quality control. Identify special licensing or registrations held by professional(s) assigned responsibilities with a state, federal or other regulatory agencies particular to this work.
- C. Identify any awards the firm has received for environmental stewardship or related areas.
- D. Include a resume and list of those individuals who will act in a supervisory capacity to the Town.
- E. Provide a list of references including names, addresses, phone numbers, and contact person.
- F. Provide a projected timeline for the project.
- G. Include a signed copy of the Proposal Page. (Exhibit A)
- H. Provide a list of the firm's hourly rates for additional work, if needed.

Out-of-pocket costs for said consulting services shall be included as part of the base fee. Examples of out-of-pocket costs include, but are not limited to, printing and mailing, meeting attendance, pesticide posting notices, travel costs, and any other expenses.

- I. Include any topics not covered in the Request for Proposal that you wish to disclose to the Town, which further describes your firm's level of qualifications for the proposed services.
- J. Disclose any pre-existing relationships with the Town or individuals involved in the proposed project.
- K. List any current or pending litigation against your firm. List investigations by any regulatory agency, if any, and provide a detailed explanation.
- L. Include signed copy of non-collusion statement. (Exhibit B)

Prior to the opening of Statements of Qualifications, respondents may correct, modify, or withdraw their submission. A respondent who wishes to withdraw a Request for Proposal, must make the request in writing to the Town. Any correction or modification to a submission must be submitted in writing and in a sealed envelope clearly identifying the envelope as being a correction or modification to the respondent's request for Proposal.

7. BASIS FOR THE AWARD

The Town shall conduct a preliminary evaluation of all Requests for Proposals on the basis of the information provided with the submission, the ability of the respondent to perform, past performance, ability to meet time requirements, principals assigned to the project, technology capabilities, and an understanding of the work to be performed and the needs of the Town.

Each submission will be evaluated in accordance with the criteria set forth below:

- A. Experience and activity of the personnel to be assigned in similar municipal projects.
- B. Approach of the work and environmental stewardship.
- C. Statement of fees and costs.

8. SUBMISSION OF REQUESTS FOR PROPOSAL

Each respondent must submit 3 copies in a sealed envelope bearing on the outside the name of the firm, full address, name of the project for which the request for Proposal is submitted and date and time submission is due. If forwarded by mail, the sealed envelope containing the request for Proposal must be enclosed in another envelope addressed to:

Finance Department
Town of Newtown
3 Primrose Street
Newtown, CT 06470

Envelopes should be marked: "REQUESTS FOR PROPOSAL, JAPANESE BARBERRY REMOVAL AND REMEDIATION PROJECT"

These Requests for Proposals must be received by the Town no later than **11:00 AM, on Wednesday, July 18, 2012**. Submissions received after the date and time prescribed will not be considered and will be returned to the respondent.

A mandatory walk-through of the proposed remediation area will be held at 10:00 A.M., on Thursday July 12, 2012. The walk-through meeting will start at the Municipal office building, 3 Primrose Street, Newtown CT 06470 Meeting Room 1.

9. AWARD

The Town of Newtown, Connecticut reserves the right to accept or reject any Requests for Proposals to best serve its interest, or to hold the Statements for ninety (90) days before rendering a decision. Acceptance of any firm's response does not place the Town under any obligation to accept the lowest or any response.

10. CONTRACT PERIOD

The agreement for Design/Build services shall become effective immediately upon execution of an agreement by all parties and shall remain in effect as defined in the final contract.

11. COMPENSATION

The selected company shall agree to provide an itemized billing based on the agreed upon fee schedule. If applicable Connecticut's prevailing wage law is codified in Connecticut General Statutes Section Section 31-53 and 31-53a. The law applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project by the State or its agents, or by any political subdivision of the State.

12. TERMINATION

Following implementation, should the First Selectman find that the company has failed in any material respect to perform it's agreed upon obligation under the agreement; the agreement shall be canceled by the Town as being in the best interest of the Town. In the event of termination of this agreement as a result of a breach by contractor hereunder, the Town shall not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm with the best Request for Proposal or call for new submissions and award the agreement thereunder. The contractor shall be responsible for direct and consequential damages as a result of its breach, including, but not limited to, extra costs required under the new agreement of similar services.

13. INDEMNIFICATION

To the fullest extent permitted by law, the Respondent, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless the Town of Newtown, Connecticut, including, but not limited to, its respective elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any negligent act, error, or omission of the Respondent during the Respondent's performance of the Agreement or any other agreements of the Respondent entered into by reason thereof. The Respondent shall indemnify and defend the Town of Newtown, Connecticut, including, but not limited to, its respective elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the Respondent, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. Any other portions of the Agreement relating to insurance requirements shall not affect this indemnification. The Respondent agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

14. INSURANCE

Before execution of the Contract, the Respondent will be required to file with the Town of Newtown a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Town, shall name the Town of Newtown as an additional insured party on the form furnished.

15. CONFLICT OF INTEREST

Explain in detail any existing or potential conflict of interest that would be created by your firm's representation of the Town of Newtown.

16. PENDING OR EXISTING LITIGATION OR INVESTIGATIONS

Are there any current or pending litigation against your firm? Are there any investigations by any regulatory agency? If yes, provide a detailed explanation.

17. EQUAL OPPORTUNITY- AFFIRMATIVE ACTION

The successful contractor shall comply in all aspects with the Equal Employment Opportunity Act. Each contractor with fifteen (15) or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, sex, national origin, or age, and which specifies goals and target dates to assure the implementation of equal employment. Each contractor with fewer than fifteen (15) employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, or age. Findings of noncompliance with applicable state and federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

18. CONTACT FOR TECHNICAL OR CONTRACTUAL MATTERS

The person to contact concerning technical information pertaining to this Request for Proposal is:

Name: Carl Samuelson
Title: Assistant Director, Parks
Phone: 203-948-2523
Email: carl.samuelson@newtown-ct.gov

19. INCORPORATION INTO CONTRACT

The provisions of this Request for Proposal, associated qualifications, and the successful Respondent's Proposal, will be incorporated into the final Contract between the parties. The basis for the contract and general conditions to be executed by the parties shall be the specifications herein and any such amendments as the parties hereto may agree.

Name / Title

Signature

Address

Phone / Fax

City / State / Zip

e-Mail

Exhibit B

THE TOWN OF NEWTOWN, CONNECTICUT
REQUEST FOR PROPOSAL FOR JAPANESE BARBERRY REMOVAL AND REMEDIATION

Non-Collusion Statement

The undersigned is familiar with the conditions surrounding this Request For Proposal, is aware that the Town reserves the right to reject any and all submissions, and is submitting this Proposal without collusion with any other person, individual or corporation.

Signature

(Print Name)

Company

Title

Address

Telephone No.

City / State / Zip

Witness Signature

(Print Name)

Date Signed

TOWN OF NEWTOWN

Request for Proposals

BID OPENING DATE: Wednesday, July 18, 2012

TIME: 11:00 am

LOCATION: Finance Dept., Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470

BID TITLE: REMOVAL & REMEDIATION – JAPANESE BARBERRY

SECURITY REQUIRED: NONE

DATED IN NEWTOWN: June 26, 2012

BID SECURITY \$ NONE REQUIRED
(CERTIFIED CHECK OR LETTER OF CREDIT)

PLEASE NOTE: ONE (1) ORIGINAL AND ONE (1) COPY OF PROPOSAL MUST BE SUBMITTED.

Is your company a MBE/WBE business: _____ (YES) (NO)

PHASE I TOTAL: \$ _____
PHASE II TOTAL: \$ _____
PHASE III TOTAL: \$ _____

COMPANY

SIGNATURE

ADDRESS

SIGNED BY (Print or Type)

ADDRESS 2

TITLE

ADDRESS 3

FAX NO.

TELEPHONE NO.

DATE

TAX ID NUMBER

E-MAIL