

**TOWN OF YARMOUTH, MAINE
REQUEST FOR PROPOSAL (RFP)
-THIS IS NOT AN ORDER OR OFFER-**

TO TREAT ASH TREES FOR EMERALD ASH BORER

Issued: April 1, 2022

Project Description	To treat Ash trees in public rights of way and on municipal and school campuses as identified in the Town’s tree inventory.
Questions from Proposers Due	April 7, 2022 12:00pm
Responses from Town Due	April 11, 2022 4:00pm
Deadline for Proposal	April 15, 2022 12:00pm
Proposal Opening	April 15, 2022 12:00pm Yarmouth Town Hall Yarmouth Community Services Training Room.
Submit Proposal To	Town of Yarmouth Yarmouth Community Services Attn: Karyn MacNeill 200 Main Street Yarmouth, ME 04096
Mark Proposal	“EAB Treatment RFP”

The Yarmouth Community Services, on behalf of the Town of Yarmouth, is soliciting sealed proposals for the following:

**Injection of Ash trees with the insecticide Emamectin Benzoate
to control Emerald Ash Borer (EAB)**

The Town of Yarmouth is seeking to enter into a one (1) season contract with an option to renew for an additional one (1) year term for the treatment of publicly owned Ash trees to protect them from the invasive beetle, Emerald Ash Borer (EAB), *Agrilus planipennis*.

The Town's Ash tree management program currently includes just over 200 ash trees located in town rights of way, on municipal properties, and on school campuses. Ash trees have been divided into two treatment tiers which were established based on three factors: condition, value, and annual benefit. All of the inventoried Ash trees are identified by condition, value, annual benefit, and have measured circumferences and diameters at breast height (DBH).

It is the intention of the Town to treat groups of trees on a three (3) year rotating schedule starting with Tier 1 trees. Treatment will be done using an injected systemic insecticide formulation containing not less than 4% Emamectin Benzoate, or the current industry standard, specifically labeled for trunk injection to control EAB in Ash tree species. Printed treatment maps will be provided to the applicators. The maps will detail the locations of the Ash trees, as well as allow the applicators to keep track of treatment progress.

PROJECT DESCRIPTION

Ash trees in Yarmouth are subject to infestation and damage by the non-native EAB beetles. To protect Ash trees in public rights of way and on school and municipal campuses, a contractor is being sought who can provide pesticide, equipment, and application services to control the pest *Agrilus planipennis* (EAB) in Tier 1 trees with an option to renew for an additional one (1) year term.

A treatment map and spreadsheet will be provided to the applicators. These documents will allow the applicators to see the locations of the Ash trees to be treated, to update data for each tree, as well as allow the applicator to keep track of overall treatment progress.

A list showing the locations of the two (2) treatment tiers of Ash trees as well as tree inventory data for trees to be treated in 2022 can be found in **Attachment 1**. A GIS map of the Tier 1 treatment trees will be provided to the applicators. The following sections describe the pesticide, equipment and other requirements the applicator must meet to be awarded a contract.

SPECIFICATIONS

1. Service Required

On the days of treatment, the Contractor or prior approved Contractor employee assigned shall be in full charge of the work, shall have full authority for making decisions involving the work, and shall not be removed or replaced except with Town's prior approval or upon the request of the Town for good cause.

2. Service Period

Services shall be completed according to industry standards for the pesticide and Yarmouth's climate zone and all work must be completed by June 17, 2022, depending on entomological and weather conditions. The Town reserves the option to extend the work beyond the June 17, 2022 deadline depending on entomological and weather conditions. The Contractor agrees that the

applicators, pesticides and equipment used on this job shall be assigned exclusively to Town work while treating trees within this project. Town of Yarmouth contract work will not be intermingled with other Contractor work. Each day that work is to be done on this project, the Contractor representative shall contact Yarmouth Community Services at (207) 846-2406 to notify them when and where work is being done for the day.

3. Regulation Compliance

The Contractor shall be aware of and comply with all federal, state and local laws, and environmental regulations. The Contractor will follow all label directions for proper use and disposal of any chemicals used on this job. The Contractor will be liable for any violations. The Contractor shall comply with all worker safety regulations and requirements of the product label and for work zones to protect the public.

4. Applicator Certification

All Applicators must be licensed for pesticide application with the Maine Bureau of Pesticide Control (BPC). In addition, proof of Maine Arborist License is required. An updated Proof of BPC license is required within fifteen (15) days of contract award and certificates will be required for any added applicators prior to beginning work on this project. The Town may reject at any time, the Contractor's representative, or any applicator, which is, in the Town's sole discretion, unqualified or incompetent, violates contract provisions or operates in a negligent or unsafe manner.

5. Subcontractors

Subcontractors are not preferred, but if deemed necessary, a list of Subcontractors must be submitted fifteen (15) days prior to treatment to allow for the review of the Subcontractors credentials by the Town in order for approval and written confirmation. Subcontractors shall meet all the requirements of this bid.

6. Worker Safety Standards

Contractor shall follow all Maine Department of Labor, OSHA and materials safety requirements as outlined in the law and the labeling of the product.

7. Equipment Required

- The Contractor will use application equipment consistent with the pesticide manufacturer's requirements as directed on the pesticide's label.

- Pesticide shall be injected through a one-way valve type plug, preferably ArborJet "Arborplugs" or equivalent. The purpose of this device is to assure the proper dose is sealed within the sapwood during and after pressurized applications protecting the environment and the operator from contact with the pesticide. The plug shall meet the following requirements:
 - o Have a hard exterior plastic shell or housing and a soft inner septum or core to allow for the insertion of a needle. When installed, both shall hold back internal pressures up to 600 psi during and after injection; and
 - o Able to be set into the sapwood; and
 - o The hole needed for installation of the plug shall not exceed 3/8 inch diameter; and
 - o Shall not contain any metal; and
 - o The plug shall not be threaded into the hole.

8. Pesticide Formulation Specifics

- Product used to treat Town of Yarmouth Ash trees shall include a formulation of an Emamectin Benzoate-based product in accordance with label instructions for medium to high application rate and specifically labeled for trunk injection to control Emerald Ash Borer (*Agrilus planipennis*) in Ash species (*Fraxinus* spp.), and for each year under contract, the Contractor shall purchase the pesticide in sufficient quantities to treat all trees that are treated under this contract.
- All label directions shall be followed for this pesticide.
- The Contractor shall supply up-to-date copies of the EPA approved label and Safety Data Sheets for the product.

9. Pre-Treatment Survey

The Town of Yarmouth will update the Ash tree inventory and list the trees to be treated each year during the early spring to confirm that they survived the winter. Since the number, size and health of trees can change from one year to the next, the Contractor will work with the Yarmouth Community Services Director to determine which trees will be treated each year of the contract. Trees to be treated will be listed after conducting the spring survey.

10. Treatment Maps and Detailed Tree Information

The Town's Ash tree inventory in the EAB Management Program includes just over 200 ash trees located in town rights of way, on municipal properties, and on school campuses. Ash trees have been divided into two treatment tiers which were established based on three factors: condition, value, and annual benefit. All of the inventoried Ash trees are identified by condition, value, annual benefit, and have measured circumferences and diameters at breast height (DBH).

Due to the variable nature of tree growth, natural death and removal of trees, the exact number and total accumulative diameter (DBH) of the trees treated each year cannot be guaranteed at this time. This bid includes the possibility of up to a 10% tree loss reducing the number and cumulative DBH specified in this RFP for each year of the Contract. General tree inventory information will be given to the Contractor for pesticide ordering purposes each year in the spring after the Ash tree inventory is completed.

Attachment 1a and b provides a detailed list showing the two (2) treatment tiers. For this RFP, the identified Ash trees requiring treatment are sorted by DBH. Ash trees have been divided into the two treatment tiers based on three factors: condition, value, and annual benefit. All of the inventoried Ash trees are identified by condition, value, annual benefit, and have measured circumferences and diameters at breast height (DBH). The exact locations of the trees will be provided to the successful Bidder at the time of contract award. Additional trees identified as "Unknown" are either untagged or possibly removed. A more detailed list will be provided at the time of contract award.

Information in **Attachment 1a and 1b** shall be considered to be accurate within 10%.

11. Reporting & Billing

The Contractor shall submit bills and tree inventory updates as treatment is completed.

CONTENTS OF SUBMISSION PACKET

1. All Bid pricing must be good and valid for the term of the contract.
2. All Bids shall be based on a one (1) year contract beginning no earlier than April 25, 2022, with an option to renew for one (1) additional year.
3. Pricing will only be accepted on the attached form. (**Attachment 2**)
4. Bid Response Cover Sheet
5. RFP Check List
6. Firm Questionnaire
7. Each proposer shall furnish copies of the following: (**Attachment 3**)
 - Maine Board of Pesticides Control; Commercial Applicator's License
 - Maine Arborist License
 - Proposed pesticide label and SDS

GENERAL INFORMATION

1. Changes to RFP

All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Yarmouth Community Services Director, Karyn MacNeill. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written, signed Change Form. All written, signed Change Forms issued shall become part of the Agreement documents. Change Forms will be sent to all known potential bidders by e-mail.

2. Contact Information

To receive future communications related to this RFP, possible bidders are asked to immediately send contact information by email to Karyn MacNeill, Yarmouth Community Services Director at kmacneill@yarmouth.me.us; failure to do so may limit your ability to submit a complete, competitive Proposal.

3. Right to Withdraw RFP

By submitting a Proposal in response to this RFP, Bidder agrees to be bound by this RFP's terms and conditions. The Bidder without penalty may withdraw Proposal at any time before notification that the Bidder's Proposal has been selected. However, if the Bidder withdraws after selection of its Proposal but before executing the Contract for any reason ("Late Withdrawal"), Bidder shall pay liquidated damages to the Town in an amount equal to five percent (5%) of the amount of the Proposal ("Liquidated Damages"). The Town and Bidder intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the Town by such a Late Withdrawal of a Proposal would be impossible or very difficult to accurately estimate at the time of the Late Withdrawal and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a Late Withdrawal. Bidder's payment of the Liquidated Damages shall be Bidder's sole liability and entire obligation and Town's exclusive remedy for Late Withdrawal of Bidder's Proposal.

4. RFP, Proposals Do Not Obligate

The parties agree that they will not consider either distribution of this RFP or receipt of Proposals by the Town or even notification of Proposal acceptance by the Town as an obligation or commitment by the Town either to purchase equipment, materials, and all services from the Bidder or to enter into a contractual agreement. Rather, the parties understand that the Town will have no binding obligation until it signs the Contract approved by its legal counsel.

5. Tax Exempt Status

The Town of Yarmouth is a tax-exempt entity. A tax-exempt form will be provided to the successful bidder.

6. Freedom of Information Act

All Proposals are sealed and confidential until the listed Proposal opening time and date; however, as a public entity, the Town of Yarmouth is subject to the Maine Freedom of Information Act (FOIA). Information contained in Bids may be subject to FOIA requests.

7. Responsibility

Bidder is solely responsible for ensuring its Proposal is received by the Yarmouth Community Services Director in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified. The Yarmouth Community Services Director shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of Proposal shall be made to the Town of Yarmouth, Yarmouth Community Services, Attn. Karyn MacNeill, 200 Main Street, Yarmouth, Maine 04096. Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this Request.

8. Insurance

The Bidder shall provide to the Town certificate of insurance sufficient to protect the Bidder and the Town from any and all claims which may arise out of or result from the Bidder's services related to this RFP and any resultant contract, whether such service be by the Bidder individually or by anyone directly or indirectly employed by Bidder, or by anyone for whose acts Bidder may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:

- a. Worker's compensation insurance for claims under Maine Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by Statute;
- b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each incident;
- c. Motor vehicle liability insurance required by Maine law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. Comprehensive general liability insurance in the minimum amount \$1,000,000 per occurrence and \$2,000,000 annual aggregate coverage.

Insurance required shall be in force until acceptance by the Town of the entire completed work and shall be written for not less than any limits of liability specified above. Certificates of insurance, acceptable to the Town, shall be provided to the Town no less than ten (10) working days prior to commencement of the project. All coverage shall be with insurance carriers licensed and admitted to do business in Maine, and are subject to the approval of the Town.

All Certificates of Insurance shall contain the following:

1. "It is understood and agreed that thirty (30) days advance written notice of cancellation, nonrenewal, reduction and/or material change in coverage will be mailed to Yarmouth Community Services, Attn. Karyn MacNeill, 200 Main Street, Yarmouth, ME 04096"; and
2. "It is understood and agreed that the following are listed as additional insureds: The Town of Yarmouth, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and departments."

9. Cost of Developing Proposal

The Bidder shall be responsible for all costs incurred in the development and submission of its Proposal.

10. Proposal Delivery

Bids must be returned no later than April 15, 2022 at 12:00pm in a sealed envelope clearly marked "EAB Treatment RFP" and "Deliver to the Yarmouth Community Services immediately." Please provide two (2) printed copies of the submission and deliver to the Town of Yarmouth, Yarmouth Community Services, Attn. Karyn MacNeill, 200 Main Street, Yarmouth, ME 04096. The Town will not accept Proposals sent by FAX machine or Email.

11. Non-discrimination

Bidder shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed contract with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.

12. Proposal Opening

There will be a public Proposal opening immediately following the deadline to receive Proposals in the Yarmouth Community Services Training Room at the Town Hall, 200 Main Street, Yarmouth, Maine. All bidders are invited to attend and hear the Proposals read.

13. Proposal Rejection/Acceptance

The Town reserves the right to accept or reject any or all Proposals, to waive any irregularities in the proposal, and to make the final determination as to the best qualified Proposal. The Town is not required to accept the lowest cost Proposal in all or in part. The Proposal award will not be based solely upon

cost, but will be evaluated based upon criteria formulated around the most important features of the services, of which qualifications, experience or capacity may be overriding factors. The Proposal evaluation criteria should be viewed as standards, which measure how well a bidder's approach meets the desired requirements and needs of the Town. The Town reserves the right to waive any informalities or immaterial omissions or defects not involving prices, time or changes in the work and to reject any or all Proposal, if to do so is deemed in the best interest of the Town. In no event will an award be made until all necessary investigations are made as to the responsibility and qualification of the bidder to whom is it proposed to make such an award. Any contract awarded to a person or company who is discovered to have been in default or disqualified at the time of the awarding of the contract shall be voidable at the discretion of the Town.

14. Bid Award

In the event the Proposal is awarded directly by the Yarmouth Community Services Director, a Notice of Intent to Award will be used to notify all bidders of her intent to award the Proposal to the Bidder providing the best value to the Town.

15. Contract

The Town's award of any Proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful bidder and the Town. In submitting a Proposal, the bidder acknowledges that the contents of the RFP will become incorporated within any formal agreement. This RFP does not include every term and provision which shall be included in the formal agreement. In the event that the bidder fails to execute the formal agreement within 14 days of its presentment by the Town, the Town may reject the selected bidder, and proceed to accept another qualified Proposal, or reject all Proposals. A copy of a bidder's suggested terms and conditions may be submitted with bidder's Proposal, however, neither the Town's acceptance of any Proposal nor award of any contract pursuant to this RFP shall be construed as any definitive acceptance by the Town of Bidder's suggested terms and conditions. In the event of a conflict in terms, the order of precedence to resolve the conflict will be as follows: Maine State Law, the terms and conditions of the signed contract, the terms and conditions of the RFP, and lastly, the Bidder's Proposal.

16. Disputes

In the event a bidder disagrees with the recommendation of the Yarmouth Community Services Director concerning this award, the bidder may submit a bid protest to the Yarmouth Community Services department which may be returned to Karyn MacNeill, Yarmouth Community Services Director, 200 Main Street, Yarmouth, ME 04096, within ten (10) business days from the date of the notice of intent to award.

17. Questions

All questions about this RFP must be received by April 7, 2022 at 12:00pm. in writing, via email, to: Karyn MacNeill at kmacneill@yarmouth.me.us.

Every attempt to answer your inquiries will be made however the Town of Yarmouth has the right to not answer any questions received after the April 7, 2022 at 12:00pm due date.

Responses to any inquires will be issued in one (1) Addendum no later than April 11, 2022 at 4:00pm and will be sent to all known bidders.

Correspondence or inquiries made directly to bidders regarding their Bids from all other persons are to be directed to those Town employees designated above for appropriate review and response. Contact with other Town staff or Town board members could be reason for disqualification.

Any significant explanation desired by a bidder, regarding the meaning or interpretation of the RFP must be requested with sufficient time allowed for a reply to reach all prospective bidders to submit their Proposals. Any information given to a prospective bidder concerning the RFP will be furnished to all prospective bidders as an amendment or addendum to the RFP, if such information would be of significance to uninformed bidders. The Town shall make the sole determination as to the significance to uninformed bidders.

ADA ASSISTANCE

The Town of Yarmouth will provide necessary and reasonable auxiliary aids and services to individuals with disabilities upon two (2) days' notice to the Town of Yarmouth. Individuals with disabilities requiring auxiliary aids or services should contact the Town of Yarmouth by writing Karyn MacNeill, Yarmouth Community Services Director, 200 Main Street, Yarmouth, ME 04096, calling (207) 846-2406, or emailing kmacneill@yarmouth.me.us.

Tier 1 Trees

Size range: 10 inches to 32 inches
Number of trees: Approximately 131 trees
Cumulative DBH: Estimated 2037 inches, plus unknown trees

TREE DBH (inches)	NUMBER OF TREES	TOTAL DBH (inches)
10	2	10
11	8	88
12	4	48
13	3	39
14	4	56
15	4	60
16	15	240
17	9	153
18	10	180
19	4	76
20	5	100
21	2	42
22	2	44
23	5	115
24	1	24
25	10	250
26	2	52
27	3	81
28	7	196
29	2	58
30	1	30
31	2	31
32	3	64
Unknown	23	Unknown
ESTIMATED TOTALS	131	2037

Tier 2 Trees

Size range: 7 inches to 32 inches
Number of trees: Approximately 77 trees
Cumulative DBH: Estimated 1345 inches, plus unknown trees

TREE DBH (inches)	NUMBER OF TREES	TOTAL DBH (inches)
7	1	7
12	2	24
13	1	13
15	1	15
16	7	112
17	27	459
18	8	144
20	2	40
22	3	66
23	6	138
24	3	72
25	2	50
27	2	54
28	1	28
29	1	29
31	2	62
32	1	32
Unknown	7	Unknown
ESTIMATED TOTALS	77	1345

BID RESPONSE COVER SHEET

All proposals must include this page as a cover sheet or as page one (1) of the Proposal
(This sheet may be reproduced on letterhead.)

TO: Town of Yarmouth / YCS
Attn: Karyn MacNeill
200 Main Street
Yarmouth, ME 04096

FROM: _____

Company Name (please mark appropriate box)

_____ Individual _____ Corporation _____ Partnership _____ Other

**If other, please describe:

Organized under the laws of the State of: _____

The undersigned, having carefully read and considered the Request for Proposal (RFP) for “EAB Treatment RFP” does hereby offer to perform such services on behalf of the Town of Yarmouth in the manner described and subject to the terms and conditions set forth in the attached Proposal, including, by reference here, the Town’s RFP document. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

Signature of Authorized Representative Please Print Name and Title

Date

Street Address: _____

City: _____ County: _____

State: _____ Zip Code: _____

Telephone: _____ Email: _____

EIN #: _____ DUNS #: _____

FIRM QUESTIONNAIRE

Date: _____

Firm Name: _____

Street Address: _____

City: _____ County: _____

State: _____ Zip Code: _____

Telephone: _____ Email: _____

Year Firm Established _____ Years in Business: _____

Type of Organization:

_____ Individual _____ Corporation _____ Partnership _____ Other

Please provide contact information for person responsible for RFP communications:

Signature of Authorized Representative

Please Print Name and Title

Date

Street Address: _____

City: _____ County: _____

State: _____ Zip Code: _____

Contact Telephone: _____

Contact Email: _____

NON-BIDDERS FEEDBACK FORM
EAB Treatment RFP – 2022

If you are not submitting a Proposal for this RFP, please indicate the reason(s) by checking off one or more items below and email this form to Karyn MacNeill at kmacneill@yarmouth.me.us.

- _____ Unable to bid at this time, but would like to receive future bid requests.
 - _____ Service(s) or material(s) not provided by our firm.
 - _____ Service(s) or material(s) we offer do not fully meet all the requirements specified.
 - _____ We cannot meet the timetable required.
 - _____ Insufficient time allowed for preparation and submission of bid.
 - _____ Specifications not clearly understood or applicable as follows: (ex. too vague, too rigid, etc.)
 - _____ Other: _____
-

Signature of Authorized Representative

Please Print Name and Title

Date

Street Address: _____

City: _____ County: _____

State: _____ Zip Code: _____

Contact Telephone: _____

Contact Email: _____

PRICING

YEAR	MAXIMUM DBH PER YEAR (inches)	Contractor price per DBH (inch)
2022 completed by June 17, 2022*	2200	\$
2023 completed by June 16, 2023**	1100	\$

*Work will be completed by June 17, 2022. Please initial: _____

**A contract for the 2023 Proposal will be determined after the 2022 treatment cycle is completed and reviewed.

Estimate how many DBH inches your firm can treat in an average day? _____

Please provide contact information for person responsible for the pricing relating to this RFP:

Signature of Authorized Representative Please Print Name and Title

Date

Street Address: _____

City: _____ County: _____

State: _____ Zip Code: _____

Contact Telephone: _____

Contact Email: _____

ADDITIONAL REQUIRED DOCUMENTS

1. Maine Board of Pesticides Control; Commercial Applicator's License
2. Maine Department of Agriculture, Conservation and Forestry, Maine Arborist License
3. Proposed pesticide label and Safety Data Sheets