



REQUEST FOR PROPOSALS

FOR

ARBORIST CONSULTANT SERVICES

**Borough of Phoenixville
351 Bridge Street – Second Floor
Phoenixville, PA 19460**

July 7, 2025

**Proposal must be received by 11:00 am prevailing time
on
July 31, 2025**

Introduction

Phoenixville Borough, Chester County, Pennsylvania, is located about 25 miles northwest of Philadelphia. The Borough of Phoenixville (Borough) occupies about 3.8 sq. mi. and its current population is approximately 20,100. Further information about the Borough's government can be found at <http://www.phoenixville.org>.

The Borough of Phoenixville's urban forest is composed of over 2,800 Regulated Trees growing along streets, in parks and on private property. The sustainability of the urban forest and the benefits it provides depends on how it is managed. The Borough Council has established a goal to maintain and enhance the urban forest on public and private lands, and the consulting arborist will play a critical role in helping the Borough meet this goal.

The Borough of Phoenixville invites qualified consultants to submit a proposal for arborist consulting services to coordinate with the Department of Public Works to review existing data and maps and provide recommendations based on arboricultural best management practices and the Borough's Tree Ordinance to maintain and enhance public and private trees in the Borough.

The selected Arborist shall be aware of and shall comply with the following requirements:

1. Possess current ISA Certified Arborist Credential. ISA Utility Specialist Credential and Municipal Specialist Credential is preferred.
2. Adherence to current ANSI A300 Tree Management Standards and applicable ISA Best Management Practices.
3. Adherence to current ANSI Z133 Tree Care Safety Standards.
4. Familiarity with Geographic Information Systems (GIS). Ability to use ArcGIS is preferred.
5. Adherence to Borough ordinances governing trees and tree maintenance services.

This Request for Proposals ("RFP") contains all the information and documents necessary to prepare and submit a responsive proposal. Proposers are cautioned to read all the documentation provided and will be responsible for complying with all requirements identified herein. The Borough expects any contract resulting from this RFP to be in effect for a period of two (2) years.

Scope of Services

The selected Arborist will be expected to perform the following as a part of the scope of services rendered as Arborist for the Borough.

A. Management of Regulated Trees

1. Under general direction of the Public Works Director, the Arborist will assist Borough Staff in planning, developing, implementing, and managing the Borough's urban forest program on an as needed basis.
2. Assist Borough Staff with the Borough's GIS database, conduct an Overall Canopy Assessment.
3. Assist Borough Staff in maintaining the database for Borough trees, including, but not limited to, tree location, species, age, size, and maintenance activity log.
4. Recognize disease and insect problems and recommends treatments.
5. Provide inspections and risk assessment reports on the health and safety of trees, including recommendations for removal or maintenance.
6. Identify incompatible woody vegetation including but not limited to utilities (electrical, gas, communications, water, sanitary, stormwater, etc.), streets, sidewalks, curbs and signage.
7. Provide all necessary equipment or machinery to perform the work of the Arborist.
8. Provide an annual assessment of all the trees throughout the Borough and have a generated list for removals and maintenance.

B. Tree Planting Plans

1. Assist Borough Staff in developing tree planting plans for commercial and residential properties, parks, churches, public lands, schools, etc.
2. Assist Borough staff and community stakeholders on the planning and implementation of tree planting projects.

C. Additional Work

1. Additional tasks or services related to tree management may be added as needed upon approval of both parties.

Terms

- A. Arborist is to commit to a minimum of 10 hours per week for the Borough of Phoenixville.
- B. Arborist will attend, on an as-needed basis, the regular, scheduled monthly Tree Advisory Commission meeting.
- C. Arborist agrees to provide reviews and render decisions in a timely manner so as not to delay the orderly and sequential progress of Borough services.
- D. Professional services described in the Scope of Work will be billed on a time and materials (“T&M”) basis. Billable time will be calculated in minimum units of 15 minutes.
- E. Daily task descriptions and activities will be detailed and included on all invoices.
- F. All invoices are payable within 30 days of receipt.
- G. Either party may cancel this agreement upon notice.

Proposal Requirements

Proposal content and completeness are important. Clarity and conciseness are essential and will be considered in evaluating the proposer’s suitability for the role of Arborist. All Arborist proposals submitted in response to this RFP will be screened by Borough Staff. The following organization of the proposal is requested:

- A. Transmittal Letter
 - 1. Each proposal should be accompanied by a letter of transmittal which summarizes the key points of the proposal and which is signed by an authorized officer or principal of the submitter.
 - 2. The transmittal letter shall be signed by an official of the company authorized to bind the consultant to a contract including the name, title, address, email, and telephone number of the individual with authority to negotiate and bind the company contractually.
- B. Overview
 - 1. This section will convey the consultant’s understanding of the nature of the work and the general approach to be taken in its performance.

2. This section will include, but not be limited to, a discussion of the purpose of the project, the organization of the project effort, and a summary of the proposed approach and the consultant's expected outcome of the project.

C. Summary of Qualifications

1. This section will provide a description of previous projects which significantly relate to and demonstrate the consultant's qualifications for the project. Please provide references for at least three clients similar to Phoenixville for whom the firm has previously performed similar work.
2. Include the names and qualifications of all professional level personnel to work on the engagement, a resume of each person identified, a statement indicating how long each person has been with the firm, and what tasks each person will perform. Please identify the primary point of Contact for Borough Staff on this engagement. To the greatest extent possible, once an individual has been assigned to the Borough, that individual be the person to perform most, if not all, of the services.

D. Conflicts of Interest

1. Describe any material financial relationships that you or your firm or any employee has with any individual or organization that may create a conflict of interest in representing the Borough.
2. Describe any family relationship that any employee of your firm has with any public servant that may create a conflict of interest or the appearance of a conflict of interest in representing the Borough.
3. Describe any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in representing the Borough and the manner in which such conflicts described in this paragraph will be resolved.

E. Fee Proposal

This section provides a breakdown of the proposal. Year one includes all three items below. Year two and beyond consists of items 2 and 3 only:

1. Initial Overall Canopy Assessment. Please provide either:
 - a. One-time fee based on number of days to complete; or
 - b. Hourly rate based on number of hours to complete.

2. Regular consulting hours. The hourly billing rates. This T&M rate is all inclusive of labor, vehicles, fuel, licenses, insurance, bonds, and any other expense incurred by the contractor in the execution of work under this contract.
3. Emergency hours. The hourly billing rate for emergency services. Is there a minimum number of hours per call out? If yes, number of hours.

Proposal Submission

- A. Proposals, including any/all attachments, cover letter and tabs should not exceed ten (10) pages in length on 8 ½” x 11” paper, single spaced using a minimum font size of 12 pt. **Please do not provide marketing materials.**
- B. Proposals shall be scanned as a PDF file and submitted in electronic format via email or included with the hard copy submission. Faxed proposals will **not** be accepted.
- C. One (1) original hard copy of the proposal to be submitted.
- D. Proposal must be received by 11:00 am EST on Thursday, July 31, 2025.
- E. Proposals are to be submitted to:

Borough Manager
351 Bridge Street, Second Floor
Phoenixville, PA 19460
Attn: Arborist Consulting Services - RFP

Manager@phoenixville.org

Subject line shall be: Arborist Consulting Services – RFP

- F. Any questions regarding the RFP must be addressed to the Borough Manager prior to Close of Business on Wednesday, July 23, 2025 at the following Manager@phoenixville.org.
- G. The entire RFP and any Addendum will be included on the website at <https://phoenixville.org/Bids.aspx>.

Disclosure

During the Request for Proposal consideration and selection process, all Proposals shall remain confidential. The entire selection process (procurement) file for the successful Bidder, if any, shall be opened to the public (which includes all Bidders) after an agreement is approved by the Borough, except those items for which confidentiality has

been requested in writing by the Bidder, and providing that the Borough Solicitor has reviewed and determined this to be properly confidential under the Commonwealth Open Records Act and other relevant statutes and regulations.

Insurance

A. Workers' Compensation Insurance

Each respondent shall submit with its bid a Certificate of Insurance issued by an insurance company satisfactory to the Borough evidencing the existence of the mandatory minimum coverages required by this section.

The successful respondent shall, during the term of the contract, maintain Workers' Compensation Insurance in order to fully protect both its employees and the Borough, as may be required by any and all state and federal laws, and provide the Borough with an appropriate certificate evidencing the existence of said insurance policy; provided, however, that employer liability coverage shall not be less than \$1,000,000 for each occurrence.

B. Liability Insurance

The successful respondent shall maintain, during the term of the contract, at its own expense, the following minimum liability insurance coverage:

1. General Public Liability Insurance (non-automotive) for personal injury and property damage in the amount of \$1,000,000.00 for each occurrence and \$3,000,000.00 in the aggregate;
2. Automotive Liability Insurance for personal injury and property damage in the amount of \$1,000,000.00 for each occurrence and \$3,000,000.00 in the aggregate; and
3. Umbrella Excess Liability coverage policy in the amount of \$5,000,000.00.

The aforesaid policies of insurance and others that may be necessary to comply herewith shall be maintained in the amounts set forth above and shall, inter-alia, name the Borough as an additional insured and be designed to protect the Borough from all claims for damages of any kind or any nature whatsoever including, but not limited to, wrongful death, which may arise from the obligation of the successful respondent in the performance of its contract, whether such obligation be controlled by the successful respondent itself, or by someone, either directly or indirectly, employed by it, for the purpose of accomplishing some obligation incumbent upon the successful respondent by the terms of the contract, and shall provide at the insurer's expense all necessary legal aid, counsel and representation.

All insurance policies maintained hereunder shall be issued by an insurance carrier licensed and authorized to conduct business in the Commonwealth of Pennsylvania and shall be obtained and properly endorsed in favor of the Borough before execution of the contract hereunder.

Said policies shall remain in full force and effect until the expiration of the term of the contract or the completion of all duties to be performed hereunder by the successful respondent, whichever shall occur later. The successful respondent shall deposit with the Borough Manager the original policies of insurance herein referred to or true copies thereof prior to commencing work under the contract.

Each and every policy of insurance herein maintained and required pursuant to the terms of the contract shall carry with it an endorsement to the effect that the insurance carrier will convey to the Borough, by certified mail/return receipt requested, written notice of any modifications, alterations or cancellations of any such policy or policies or the terms thereof; and said written notice shall be received by the Borough at least ten (10) days prior to the effective date of any such modifications, alterations or cancellations. If such modifications, alterations or cancellations shall cause the insurance coverage required hereunder to fail to meet the minimum requirements set forth herein, the successful respondent shall be deemed to be in default and the Borough may terminate the contract as of the effective date of such change in insurance coverage, and the surety on the performance bond may be held responsible by and to the Borough for resulting losses. In the alternative, where the respondent allows the required insurance to be cancelled, terminated or expired, the Borough may purchase replacement insurance containing the same coverages as required herein and charge the cost of such replacement insurance to the respondent and/or deduct the costs of the same from the fees and costs owed by the Borough to the successful respondent. In no case shall the modification and/or termination of the insurance policy of the Firm act to reduce or waive the liability of the Firm, or eliminate the requirement for the Firm to reimburse the Borough for any damages incurred due to any claim caused by the Firm, in the event of a claim.

It shall be the responsibility of the successful respondent in obtaining the aforesaid insurance coverage to obtain policies which shall protect the Borough from any and all claims whatsoever of any nature, regardless of the derivation of said claim, and regardless of whether the same are directed toward the recovery of damages for personal injury, property damage or any other claims of damage which may be incident to the same.

Certificates of Insurance reflecting the aforesaid insurance policies, conditions and additional insureds shall be provided to the Borough on not less than an annual basis.

This insurance coverage shall not waive the governmental immunity, if any applies, of the Borough. Further, this insurance coverage shall extend to and

include all direct or indirect agents and employees of the successful respondent, and shall include policies of automotive and liability insurance on all vehicles and equipment utilized or in any way connected with the service to be rendered by the successful respondent pursuant to the terms of the contract.

Successful Bidder

Bidder acknowledges and understands that the Borough is a Pennsylvania local agency for the purposes to the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq. (“RTKL”), and as a result thereof, the Successful Bidder may be subject to certain right to know requests related to the Borough. Therefore, Successful Bidder shall cooperate with the Borough in complying with the RTKL, and any other similar laws, in complying with requests for public records made under such laws. The Successful Bidder’s cooperation shall include, but not necessarily be limited to, prompt communication with the Borough regarding the existence of a record, the length of the record and other information requested by the Borough and promptly providing access to or copies of the record. If Successful Bidder fails to cooperate with the Borough in response to a request for a public record, then the Successful Bidder shall indemnify the Borough for any and all costs incurred, including attorneys' fees of the Borough, as well as any costs, including any attorneys' fees of the requester, fines or other penalties imposed upon the Borough by a court of competent jurisdiction relating to the Successful Bidder’s failure to cooperate with the Borough; and all Bidders signify their consent to the foregoing terms and conditions by submitting a Proposal to this RFP.

The engagement of the Successful Bidder shall be subject to an agreement or letter agreement satisfactory to the Borough Solicitor.

Respondent’s Affidavit

Each respondent shall duly execute and deliver to the Borough, at the time of the submission of its Proposal, the Respondent’s Affidavit on the form attached hereto.

Affidavit of Non-Collusion

Each respondent shall be required to complete, sign and deliver to the Borough at the time of the submission of its bid, an Affidavit of Non-Collusion in the form included herewith and made a part of this Proposal.

Non-Discrimination Affidavit

Each respondent shall complete, sign and deliver to the Borough at the time of the submission of his or her bid a Non-Discrimination Affidavit in the form included herein and made a part of this RFP.

Other Considerations

The Proposals must be submitted by Thursday, July 31, 2025. Late Proposals will not be accepted. It is the Bidder's responsibility to see that the Proposal is received by the Borough at the proper time. The Borough is not responsible for delayed deliveries due to connectivity or courier problems. The time the electronic copy of the Proposal is logged as received in the Borough's email system shall determine the official time received.

This Request for Proposal does not commit the Borough to entering into a contract, to paying any costs incurred in the preparation of any Proposal, or to procuring or contracting services. The Borough reserves the right to cancel in whole or in part this RFP, to reject any and all Proposals, and/or to accept the Proposal it considers most favorable to the Borough's interests in its sole discretion. The Borough further reserves the right to reject all Proposals and issue a new RFP at its sole discretion. In addition, the Proposal and other materials provided to the Borough in relation to this RFP will become the property of the Borough and may be subject to the Pennsylvania Right to Know Law.

The Borough further reserves the right, in the best interests of the Borough, to waive any technical defects or irregularities in any and all Proposals submitted.

The Borough of Phoenixville reserves the right to negotiate with any qualified source or to cancel, in part of or in its entirety, this Request for Proposal, if it is in the best interest of the Borough to do so.

The Borough may require the selected consultant to participate in negotiations, and submit such price, technical or other revisions of the proposal that may result from negotiations.

Questions

Bidders are cautioned not to make any assumptions as to the implied meaning or intent of any part of the RFP. Bidders should request clarification or additional information concerning the RFP in writing as soon as possible, but in no event will such requests be considered by the Borough if not submitted sufficiently in advance of the deadline for issuance of an addendum as set forth in below. Notwithstanding the foregoing, the Borough does not guarantee a response to requests for clarification or additional information submitted by Bidders, and may respond in the Borough's sole discretion. Further, the Borough may issue clarifications or additional information of its own accord. Any corrections or clarifications made in any manner other than by a written addendum posted on the Borough's website will not be binding on the Borough, and Bidders shall not rely thereon.

All questions concerning this RFP must be submitted by email to the Borough Manager manager@phoenixville.org by Close of Business on Wednesday, July 23, 2025.

Evaluation Criteria and Selection Process

Borough staff will review the proposals and select the most qualified firm based on the following criteria:

- A. Qualifications of the specific individuals who will work on the project.
- B. The specific method or techniques to be used.
- C. Reasonableness of the schedule to complete each task element.
- D. Overall cost of the proposal.

The Borough reserves the right to complete the selection project without proceeding to an interview phase, and the Borough may choose to select a consultant based upon information supplied in the proposal. Staff reserves the right to make a final decision without an interview.

Addenda

Addenda, reports, and responses to questions will be added as received. Final responses will be posted by Close of Business on Friday July 25, 2025, at <https://phoenixville.org/Bids.aspx>.

RFP Schedule

RFP Release:	July 7, 2025
Deadline for Written Questions:	July 23, 2025
Responses to Questions:	July 25, 2025
Proposals Due:	July 31, 2025

Selection will be based on proposals submitted, Staff’s recommendation, and final determination by Borough Council. There is no specific selection timeline.

End of Request for Proposal

Respondent's Affidavit
(This Affidavit is Part of the Proposal)

COMMONWEALTH OF PENNSYLVANIA:

: ss

COUNTY OF _____ :

_____, being first duly sworn, deposes and says that he/she is the _____ (title) of _____, who signed the above proposal or bid, that he/she was duly authorized to sign and that the bid is the true offer of the bidder, that the seal attached is the seal of the bidder, and that all declarations and statements contained in the bid are true to the best of his/her knowledge and belief.

Affiant

[Name of Company]

Sworn to and subscribed
before me this _____ day
of _____, 2025.

Notary Public
My Commission Expires:

Affidavit of Non-Collusion
(This Affidavit is Part of the Proposal)

COMMONWEALTH OF PENNSYLVANIA:

: ss

COUNTY OF

:

_____, being first duly sworn, deposes and says that he/she is (sole owner, partner, president, secretary, etc.) of _____, the party making the foregoing proposal or bid; that such bid is genuine and not collusive or a sham; that said respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any person to put in a sham bid, or that such other person shall refrain from bidding; and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or any other respondent, or to fix any overhead, profit or cost element of said bid price, or of that of any other respondent, or to secure any advantage against the Borough or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such respondent has not, directly or indirectly, submitted this bid, or the contents hereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

[Name of Company]

Sworn to and subscribed
before me this _____ day
of _____, 2025.

Notary Public
My Commission Expires:

Non-Discrimination Affidavit
(This Affidavit is Part of the Proposal)

COMMONWEALTH OF PENNSYLVANIA:

: ss

COUNTY OF _____ :

I, _____ [name of affiant], being duly sworn, depose and say that I reside at _____, and that I am the _____ [title] of _____ [name of company]. In such capacity and for and on behalf of _____, it is hereby agreed and affirmed as follows:

1. _____ [name of respondent] will not discriminate against an employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex.
2. _____ [name of respondent] will take all steps necessary to ensure that all applicants are recruited and employed and that employees are treated during employment with regard to their age, race, creed, color, national origin, ancestry, marital status or sex.
3. _____ [name of respondent] will in all solicitations or advertisements for employees placed by or on behalf of _____ state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

Affiant

[Name of Company]

Sworn to and subscribed
before me this _____ day
of _____, 2025.

Notary Public
My Commission Expires: