



**INVITATION TO BID
CITY OF LITTLE ROCK
ARKANSAS**

**SUBMIT BIDS TO:
City Hall, Suite 300
500 West Markham
Little Rock, AR 72201
Phone 501-371-4560**

BID NUMBER: C15019	DATE ISSUED: 8/24/15	DATE & TIME OF BID OPENING: 9/14/15 @ 2:00 PM
COMMODITY CLASSIFICATION: Annual Contract for Tree Removal Services	BUYER: Louise Drayton	DELIVERY REQUIRED:
F.O.B.: City of Little Rock Public Works Operation 3313 J. E. Davis Drive Little Rock, AR 72209	PRE-BID MEETING: None	BIDDERS DELIVERY DATE:

It is the intent of this Invitation to Bid to solicit and obtain competitive bids in order to establish an annual contract for Tree Removal Services for the City of Little Rock Public Works Operations.

AS PER ATTACHED SPECIFICATIONS.

For additional information contact Mark Jacobi @ 501-918-3636.

If you are obtaining this bid from our website, please be reminded that addendums may occur. It is therefore advisable that you review our listings for attachments including any changes to the bid. The City of Little Rock encourages participation of small, minority, and woman own business enterprises in the procurement of goods, services, professional services, and construction, either as a general contractor or sub-contractor. It is further requested that whenever possible, majority contractors who require sub-contractors, seek qualified small, minority, and woman businesses to partner with them.

CASH DISCOUNT _____% _____

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agree to furnish these articles at the price stated.

UNSIGNED BIDS WILL BE REJECTED BIDS MUST BE SEALED FAXED BIDS WILL NOT BE ACCEPTED		
NAME OF FIRM:	PHONE NUMBER:	FAX NUMBER:
BUSINESS ADDRESS:	CITY:	STATE & ZIP:
SIGNATURE OF AUTHORIZED PERSON:	TITLE:	DATE:

BID #C15019
REQUEST FOR PROPOSALS
CITY OF LITTLE ROCK
ANNUAL TREE REMOVAL CONTRACT

The City of Little Rock (CLR) will receive Bids until **2:00 p.m. (local time) on September 14th, 2015** for the Annual Contract for Tree Removal Services for CLR owned and maintained properties. These properties include but are not limited to, public rights-of-way, easements, storm water drainage areas, Parks & Recreation sites, CLR owned facilities and buildings, or as may be required.

The contract will provide for a set per-tree labor rate for all requires personnel/equipment as shown for tree removal services using the chart in this Bid. The rates should include all manpower, equipment, tools, pre-site mobilization, demobilization, removal and disposal, or other associated costs related to tree removal.

Prior to each task requested, the Contractor may be required to provide a written estimate for the proposed work to be performed. The CLR will follow the approved Purchasing Policy as to staff's approval limits and/or if additional quotes or bids may be required. The CLR will inspect each tree location and will try to provide access to any and all areas that may be helpful for the Contractor to perform approved work tasks.

This contract will only be awarded to independent contractor companies who are properly insured and licensed to do tree removal. The minimum required insurance limits are as follows:

Bodily Injury Liability:	\$250,000 each person -- \$500,000 each occurrence.
Physical Damage Liability (Property):	\$250,000 each occurrence -- \$500,000 aggregate.
Vehicle/Equipment Liability: -	\$100,000 each person -- \$300,000 each occurrence -- \$100,000 property.

A current copy of all insurances and a valid, current business license will be required prior to approval of the contract.

The City of Little Rock reserves the right to reject any one proposal, or all proposals, or any part of a proposal, to waive any informality in any proposal, and to award the contract as deemed to be in the best interest of the CLR. The CLR reserves the right to award the contract to a responsible contractor submitting a responsive proposal with a resulting negotiated contract which is most advantageous to the CLR. This contract may be terminated without clause, by either party, with **prior** written notification. The contract will be for one (1) year and may be renewed annually for (2) two more years with both parties consent. All expenses for making proposals to the City of Little Rock are to be borne by the Contractor.

The selected firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the CLR. All applicable laws of the State of Arkansas and ordinances and regulations of the CLR will apply to any resulting contract. Contractor agrees to perform its duties and obligations under this contract in a professional manner and in accordance with all applicable local, federal and state laws, rules, permits, and regulations.

Indemnification:

Proposer covenants and agrees that it will indemnify and hold harmless the City of Little Rock and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the proposer, whether direct or indirect, or whether to any person or property to which the City of Little Rock or said parties may be subject, except that neither the proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City of Little Rock or any of its officers, agents or employees.

Independent Contractor: It is expressly agreed that Contractor is acting as an independent contractor in performing the services specified herein, and nothing in the resulting contract is intended and nothing shall be construed to create an employer-employee, partnership, joint venture, or other type of relationship, whether under state or federal law, or to allow the CLR to exercise control or direction over the manner or method by which Contractor performs the services; provided always that the services to be provided shall be furnished in a manner consistent with the standards governing such services and the provisions of the Contract. The CLR shall carry no workers' compensation insurance, health or accident insurance to cover the Contractor or Contractor's employees for any type of loss which might result to the Contractor or the Contractor's employees in connection with the performance of the services set forth in the Agreement. The CLR shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might otherwise be expected in an employer-employee relationship, it being specifically agreed that the Contractor is not acting herein as an employee of CLR, but shall, at all times, and in all respects, have the rights and liabilities of an independent contractor.

Non-Discrimination: Contractor agrees to comply with all applicable federal and state laws and regulations regarding nondiscrimination, and specifically agrees not to discriminate against any individual on the basis of race, color, creed, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, or genetic information, and to require such compliance in contractual agreements with subcontractors and sub-subcontractors.

The City reserves the right to go to other qualified independent contractors bidding if the selected company disagrees with removing the tree for the bid price due to accessibility or other issues, or cannot meet the tree removal time frame.

SPECIFICATIONS:**Tree Removal:**

The contractor shall supply all expertise, material, equipment, and personnel necessary for the performance of this contract. Tree removal shall include the removal and disposal of the entire tree, all limbs attached or unattached. Grounds shall be raked free of debris from both of the removal processes. All trees will be cut as close to the ground as permissible and the stump will be left in place. No stump will be left higher than 12 inches, unless conditions warrant and the City and Contractor agree to an acceptable stump height prior to start of work.

The City and the contractor will discuss and determine the location and number of trees to be removed, the tree size and cost, and said agreement will be as stated in the notice to proceed, or as directed by authorized City personnel, prior to commencement of work. Cost of cutting and trimming and disposal will be included in the per-tree price bid.

In the case the City and Contractor disagree on the category, size, or ease of access, the City reserves the right to follow established purchasing processes and obtain quotes from other qualified tree removal contractors.

Tree removal quantities cannot be guaranteed. There is no minimum number of trees which may be contracted.

Processing Debris:

All trees and associated wood debris may be staged safely on the ground and shall be removed from the work site within 5 working days and disposed of by the Contractor. Unless properly and safely barricaded, the Contractor will not leave any tree materials which may interfere with pedestrian or vehicular travel. Upon completion of tree removal or other tree care work, the area shall be cleaned to a condition at least equal to that which existed when work was started. All costs associated with removal and disposal will be included in the per-tree price bid.

Safety:

The Contractor shall exercise extreme care when removing trees and branches. The Contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, sidewalks, streets, or other real or personal property. Any damage to property or structures or injuries to personnel will be the responsibility of the Contractor. Equipment shall be properly maintained and monitored at all times while in operation. All personnel shall be trained in proper safety skills and utilize appropriate personal protective equipment (PPE) at all times while performing the work. The Contractor shall comply with all safety requirements to meet OSHA, Federal, State and local industry standards. The Contractor shall ensure safe working conditions and shall erect identifiable barriers or signs to prevent unauthorized entry to work sites while work is being performed. Traffic control plans will include signs and other devices, and include detours and flaggers, if necessary. All safety requirements will be included in the per-tree price bid.

Additional Information:

Each bidder shall be asked to provide the following data with their bid:

1. Equipment List - Include manufacturer and model

- A. _____
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____
- G. _____

Attach additional sheets as necessary

2. References: At least three (3) Commercial references who can attest to the contractor's ability to fulfill this contract. Include names, addresses and phone numbers.

1. Contact Name: _____
 Organization: _____
 Address: _____
 Phone: _____

2. Contact Name: _____
 Organization: _____
 Address: _____
 Phone: _____

3. Contact Name: _____
 Organization: _____
 Address: _____
 Phone: _____

Any and all bidders may be required by the City to submit additional data in support of the bidder's claim to be an independent contractor and competent in carrying out the terms and provisions of the contract.

The City reserves the right to go to other qualified bidders if the selected company disagrees with removing the tree for the bid price due to accessibility or other issues, or cannot meet the tree removal time frame.

**BID # C15019 ANNUAL TREE REMOVAL CONTRACT:
 TREE REMOVAL BID SHEET:
 TREE REMOVAL SERVICES -- BID PRICING**

TREE TYPE	BID PRICE
SMALL TREE 6" to 18" DIA.	\$ Per Tree
LARGE TREE 19" to 30" DIA.	\$ Per Tree

****TOTAL COMBINED BID PRICE:** _____

**Bid is required on each category. Award of bid will be based on the lowest total combined bid price of one tree in each category and indicated by the sum total of all tree categories.

Definitions:

DIA: – DIAMETER BREAST HIGH - (DBH) MEASURED AT 4-1/2' ABOVE GROUND

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the City for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, supervision, overhead expense, inspection costs, all profits and all other work, services and conditions necessarily involved in the work to be done in accordance with the requirements of the Contract Documents considered severally and collectively.

The undersigned contractor offers to provide the City of Little Rock Tree Removal Services conforming to the specifications and in accordance with the terms and conditions herein specified.

The undersigned understands and agrees to the above terms and Conditions:

CONTRACTOR:

Company Name: _____

Address: _____

Contact Numbers: _____

Company Representative: _____
(Print name)

Signature: _____ Date: _____

TERMS AND STANDARD CONDITIONS
CITY OF LITTLE ROCK, ARKANSAS
PLEASE READ CAREFULLY

1. When submitting an "Invitation to Bid," the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Invitation to Bid."
2. Prices quoted are to be net prices, and when an error is made in extending total prices, the City may accept the bid for the lesser amount whether reflected by extension or by the correct multiple of the unit price.
3. Discounts offered will be taken when the City qualifies for such. The beginning date for computing discounts will be the date of invoice or the date of delivery and acceptance, whichever is later.
4. When bidding other than the brand and/or model specified in the "Invitation to Bid," the brand and/or model number must be stated by the item in the "Invitation to Bid," and descriptive literature be submitted with the bid.
5. The City reserves the right to reject any and all bids.
6. The Purchasing office reserves the right to award items, all or none, or by line items (s).
7. Quality, time and probability of performance may be factors in making an award.
8. Bid quotes submitted will remain firm for 30 calendar days from bid opening date; however, the prices may remain firm for a longer period of time if mutually agreeable between bidder and the City Purchasing Division.
9. Bidder must submit a completed, signed copy of the front page of the "Invitation to Bid," and must submit any other information required in the "Invitation to Bid".
- 10. As a condition for doing business with the City of Little Rock, the contractor shall not discriminate on the basis of race, color, creed, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, or genetic information and shall require such compliance in agreements with subcontractors and sub-subcontractors.**
11. Sales or Use Tax is not to be included in the bid price, but is to be added by the vendor to the invoice billing to the City. Although Use Tax is not to be included in the bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
12. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated City facility in Little Rock. Charges may not be added after the bid is opened.
13. In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between them at the discretion of the Purchasing Division.
14. Specifications furnished with this Invitation are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price, other than designated brands and/or models approved as equal to designed products shall receive equal consideration.
15. Samples of items when required must be furnished free, and, if not called for within 30 days from date of bid opening, will become property of the City.
16. Bids received after stated time for opening will not be considered.
17. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.
18. CONSTRUCTION

- A. When noted, the Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor; in no way will the City be responsible in case of accident.
 - B. When noted, a certified check or bid bond in the amount of 5% of total bid shall accompany bid.
 - C. A Performance Bond equaling the total amount of any bid exceeding \$20,000 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Act 351 or 1953 as amended by Act 539 of 1979).
19. Liquidated Damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on the bid form and/or provided for by the plans and specifications.
 20. Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions and all conditions of bidding shall be construed in the light most favorable to the City.
 21. The bid number should be stated on the face of the sealed bid envelope. If it is not, the envelope will have to be opened to identify.
 22. Attention is called to the fact that not less than the minimum prevailing salaries and wages as set forth in the contract documents must be paid on the project if applicable.
 23. The City of Little Rock encourages participation of small, minority, and woman own business enterprises in the procurement of goods, services, professional services, and construction, either as a general contractor or sub-contractor. It is further requested that whenever possible, majority contractors who require sub-contractors, seek qualified small, minority, and woman businesses to partner with them.