

City of Portsmouth
Portsmouth, New Hampshire
Department of Public Works

Annual Tree Work

INVITATION TO BID

Sealed bid proposals, **plainly marked**, Annual Tree Work, Bid Proposal #56-15 **on the outside of the mailing envelope as well as the sealed bid envelope**, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until **March 12, 2015 @ 2:00 p.m.** at which time all bids will be publicly opened and read aloud.

The work shall consist of tree removal and pruning, stump grinding and tree spraying. Insurance requirements must be met for the award to be made. Proof of insurance must be provided prior to any work commencing.

If you would like to obtain a copy of the bid document you may call the Purchasing Coordinator at 603-610-7227, visit the Finance Department on the third floor at the above address, or visit our website at <http://www.cityofportsmouth.com/finance/purchasing.htm>. Addenda to this bid, if any, including written answers to questions, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the project heading at least two (2) days prior to the bid due date. Addenda and updates will NOT be sent directly to vendors. Questions may be addressed to the Purchasing Coordinator at purchasing@cityofportsmouth.com.

The City of Portsmouth reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the City.

INSTRUCTIONS TO BIDDERS

BIDDING REQUIREMENTS AND CONDITIONS

1. Special Notice to Bidders

Appended to these instructions is a complete set of bidding and general contract forms. These forms may be detached and executed for the submittal of bids. The plans, specifications, and other documents designated in the proposal form will be considered as part of the proposal, whether attached or not.

The bidders must submit a statement of bidder's qualifications. Failure to do so may subject a bidder to disqualification.

2. Interpretation of Quantities in Bid Schedules

The quantities appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the contractor will be made only for actual work performed and accepted in accordance with the contract. Any scheduled item of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided, and no claim for loss, anticipated profits or costs incurred in anticipation of work not ultimately performed will be allowed due to such increase or decrease.

3. Examination of Plans, Specifications and Site Work

The bidder is expected to examine carefully the site of the proposed work, the plans, standard specifications, supplemental specifications, special provisions and contract forms before submitting a proposal. The submission of a bid shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the contract. It will be conclusive evidence that the bidder has also investigated and is satisfied with the sources of supply for all materials.

Plans, surveys, measurements, dimensions, calculations, estimates and statements as to the condition under which the work is to be performed are believed to be correct, but the contractors must examine for themselves, as no allowance will be made for any errors or inaccuracies that maybe found therein.

4. Familiarity with Laws

The bidder is assumed to have made himself or herself familiar with all federal and state laws and all local by-laws, ordinances and regulations which in any manner affect those engaged or employed on the work or affect the materials or equipment used in the work or affect the conduct of the work, and the bidder, if awarded the contract, shall be obligated to perform the work in conformity with said laws, by-laws, ordinances and regulations notwithstanding its ignorance thereof. If the bidder shall discover any provision in the plans or specifications which is in conflict with any such law, by-law, ordinance or regulation the bidder shall forthwith report it to the engineer in writing.

5. Preparation of Proposal

a) The bidder shall submit its proposal upon the forms furnished by the Owner. The bidder shall specify a lump sum price both in figures for each pay item for which a quantity is given and shall also show the products of the respective prices and quantities written in figures in the column provided for that purpose and the total amount of the proposal obtained by adding the amount of the several items. All words and figures shall be in ink or typed. If a unit price or a lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it and initialed by the bidder, also with ink.

b) The bidder's proposal must be signed with ink by the individual, by one or more general partners of a partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, by one or more members (if member-managed) or managers (if manager-managed) of a limited liability company, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his or her name and post office address must be shown, by a partnership the name and post office address of each general and limited partner must be shown; as a joint venture, the name and post office address of each venturer must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles and business addresses of the president, secretary and treasurer.

c) Addenda to this bid document, if any, including written answers to questions, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the project heading. Addenda and updates will NOT be sent directly to firms. Vendors submitting a bid should check the web site daily for addenda and updates after the release date. Firms should print out, sign and return addenda with the proposal. Failure to do so may result in disqualification.

6. Nonconforming Proposals

Proposals will be considered nonconforming and may be rejected in the Owner's sole discretion for any of the following reasons:

- If the proposal is on a form other than that furnished by the Owner, or if the form is altered or any portion thereof is detached;
- If there are unauthorized additions, conditional or altered bids, or irregularities of any kind which may tend to make the proposal or any portion thereof incomplete, indefinite or ambiguous as to its meaning;
- If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award; or
- If the proposal does not contain a unit price for each pay item listed except in the case of authorized alter pay items.

7. Delivery of Proposals

When sent by mail, the sealed proposal shall be addressed to the Owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened.

8. Withdrawal of Proposals

A bidder will be permitted to withdraw his or her proposal unopened after it has been submitted if the Owner receives a request for withdrawal in writing prior to the time specified for opening the proposals.

9. Public Opening of Proposals

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

10. Disqualification of Bidders

Any or all of the following reasons may be deemed by Owner in its sole discretion as being sufficient for the disqualification of a bidder and the rejection of his proposal:

- More than one proposal for the same work from an individual, firm, or corporation under the same or different name;
- Evidence of collusion among bidders;
- Failure to submit all required information requested in the bid specifications;
- Lack of competency or of adequate machinery, plant or other equipment, or insurance coverage, as revealed by the statement of bidders qualification or otherwise;
- Uncompleted work which, in the judgment of the owner, might hinder or prevent the prompt completion of additional work if awarded;
- Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts;
- Default or unsatisfactory performance on previous contracts; or
- Such disqualification would be in the best interests of the Owner.
- Lack of a NH Registered Arborist in its employment

The City of Portsmouth reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the City.

The City further reserves the right to undertake such investigation as it deems necessary to evaluate the qualifications of a bidder and to evaluate its submittal. Bidders may be asked to submit releases as part of the investigation and review of qualifications. Failure to provide a release if requested will result in disqualification. The City reserves the right to request additional information including but not limited audited or other financial statements and reports.

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AWARD AND EXECUTION OF CONTRACT

1. Consideration of Proposals

a) After the proposals are opened and read, they will be compared on the basis of the total price for all sections of work to be charged to perform the work and any such additional considerations as may be identified in the bid documents. The results of such comparisons will be immediately available to the public. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.

b) The Owner reserves the right to reject any or all proposals, to waive technicalities or to advertise for new proposals, if, in the sole discretion of the Owner, the best interest of the City of Portsmouth will be promoted thereby.

2. Award of Contract

Within 30 calendar days after the opening of proposals, if a contract is to be awarded, the award will be made to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified, in writing, mailed to the address on his or her proposal, that his or her bid has been accepted and that the bidder has been awarded the contract.

The award is not considered official until such time that a Purchase Order, fully executed contract or an award letter has been issued by the Finance Director. No presumption of award shall be made by the bidder until such documents are in hand. Verbal notification of award is not considered official. Any action by the bidder to assume otherwise is done so at his/her own risk and the City will not be held liable for any expense incurred by a bidder that has not received an official award.

3. Cancellation of Award

The Owner reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability of the Owner.

4. Execution and Approval of Contract

The successful bidder is required to provide proof of insurance, and to execute the contract within 10 days following receipt of the City's notification of acceptance of the bid. No contract shall be considered as in effect until it has been fully executed by all parties.

5. Failure to Execute Contract

Failure to execute the contract and file acceptable insurance certificates within 10 days after notification of acceptance of bid shall be just cause for the cancellation of the award.

Award may then be made to the next lowest responsible bidder, or the work may be re-advertised as the Owner may determine in its sole discretion.

BID SPECIFICATIONS

1. During the course of a year the Portsmouth Public Works Department requires tree work services for the City of Portsmouth. The City of Portsmouth is requesting bids on the following tree work: 1) Tree removal & pruning, 2) Stump grinding, 3) Tree spraying.
2. The Contractor must have in its employment a New Hampshire Registered Arborist to consult with the City.
3. Contractor shall perform required tree work services at the prices set forth in the Bid Proposal Form Rate Sheet for a period of one year. Parties may mutually agree to extend the contract for a total period not to exceed three years.
4. Services shall be provided by the Contractor on an as-needed basis. By seeking bids from Contractors, the City of Portsmouth does not represent that it will utilize Contractor's services any guaranteed number of times over the course of the year.
5. The Contractor understands that any job, including material and labor, exceeding fifteen thousand six hundred dollars (\$15,600.00) shall be submitted to the Public Works Director for review. The City reserves the right to place out to bid, or solicit quotes from other vendors for any job that is estimated to go over this amount.
6. The City reserves the right to hire multiple contractors in an emergency situation where the health, welfare and/or safety of employees or the public are endangered.
7. The Contractor must comply with all local and State laws, rules and regulations.
8. The Contractor shall be available on a on a 24 hours 7 days a week basis for any emergency that may occur and response time to such emergencies must be timely.
9. Most of the anticipated work is of a scheduled nature. The Highway Foreman in-charge of tree work will schedule work with the contractor. Work must be accomplished within one week of the date scheduled. The exception being an agreed upon date and time by both parties.
10. Contractor shall supply all necessary tools and equipment to perform the work as requested.
11. All other trucks, equipment, tools, personnel and materials not listed on the bid proposal form shall be considered subsidiary to the contract. No additional charges allowed.
12. The City of Portsmouth has no disposal site available. The contract award will be contingent upon the successful bidder having a disposal site available for the duration of the contract. Disposal shall be considered subsidiary to the contract. No additional charges allowed.

Insurance Requirements

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE

- A) Comprehensive General Liability:
Bodily injury or Property Damage - \$2,000,000/\$2,000,000
Per occurrence and general aggregate
- B) Automobile and Truck Liability:
Bodily Injury or Property Damage - \$2,000,000/\$2,000,000
Per occurrence and general aggregate

Insurance coverage requirements can be met through excessive/umbrella policies.

Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall provide at least one million (\$1,000,000) in coverage and meet the requirements of the most current laws of the State of New Hampshire.
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

PROPOSAL FORM

Annual Tree Work

CITY OF PORTSMOUTH, N.H.

To the City of Portsmouth, New Hampshire, herein called the Owner.

The undersigned, as Bidder, herein referred to as singular and masculine declares as follows:

1. All interested in the Bid as Principals are named herein.
2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity.
3. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid.

BID PROPOSAL FORM

All prices to be a Rate per Hour:

Bid Item Description

	<u>LABOR</u>	<u>Rate Per Hour</u>
1A	Foreman	\$ _____
1B	Climber	\$ _____
1C	Laborer	\$ _____
1D	Flagman	\$ _____

**List the number of units
available**

NUMBER OF UNITS

	<u>TRUCKS & EQUIPMENT</u>	
2A	Truck	\$ _____
2B	Chipper	\$ _____
2C	Power Sprayer & Truck	\$ _____
2D	Aerial Lift - 70=	\$ _____
2E	Stump Chipper	\$ _____
2F	Log Loader	\$ _____
2G	Crane	\$ _____

Award is based on:

- A) Total of 1A – Foreman & 1C Laborer
- B) Total of 2D Aerial Lift – 70, 2F Log Loader & 2G Crane

A) Total 1A & 1C: \$ _____ \$ _____
Price in Words Price in Figures

B) Total 2D, 2F & 2G: \$ _____ \$ _____
Price in Words Price in Figures

Grand Total: A&B \$ _____ \$ _____
Price in Words Price in Figures

PROPOSAL FORM (continued)

_____ Date

_____ Company

By: _____
Print Name

By: _____
Signature

Title: _____

_____ Business Address

_____ City, State, Zip Code

Telephone: _____

The Bidder has received and acknowledged Addenda No. _____ through _____.
All Bids are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.

STATEMENT OF BIDDER'S QUALIFICATIONS

This statement to be submitted WITH BID.

1. Name of Bidder
2. Permanent Main Office Address
3. Form of Entity
4. When Organized
5. Where Organized
6. How many years have you been engaged in the contracting business under your present name; also state names and dates of previous firm names, if any.
7. Contracts on hand; (schedule these, showing gross amount of each contract and the approximate anticipated dates of completion).
8. General character of work performed by your company.
9. Have you ever failed to complete any work awarded to you? ____ (no) ____ (yes).
If so, where and why?
10. Have you ever defaulted on a contract?
____ (no) ____ (yes). If so, where and why?
11. Have you ever failed to complete a project in the time allotment according to the Contract Documents?
____ (no) ____ (yes). If so, where and why?
12. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
13. List your major equipment available for this contract.
14. List your key personnel such as project superintendent and foremen available for this contract.

STATEMENT OF BIDDERS QUALIFICATIONS (continued)

15. List any subcontractors whom you would expect to use.

- a. _____
- b. _____

16. With what banks do you do business?

a. Do you grant the Owner permission to contact this/these institutions?
____(yes) ____ (no).

b. Latest Financial Statements, certified audited if available, prepared by an independent certified public accountant, must be attached and Certified Audited Statement are preferred. Internal statements may be attached only if independent statements were not prepared.

Dated at _____ this _____ day of _____, 20__.

Name of Bidder

BY _____

TITLE _____

State of _____

County of _____

_____ being duly sworn, deposes and

says that the bidder is _____ of _____
(Name of Organization)

and answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this _____ day of _____, 20__.

Notary of Public

My Commission expires _____

CONTRACT AGREEMENT

Annual Tree Work Services

THIS AGREEMENT made as of the ____ day of ____ in the year **2015**, by and between the City of Portsmouth, New Hampshire (hereinafter call the Owner) and _____ (hereinafter called the Contractor),

WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I- Work - The Contractor shall perform Tree Work Services for a period of one year. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of Tree Work Services.

The contractor understands and agrees that service shall be provided by the contractor on an as needed basis. The City does not represent that it will utilize Contractors' services any guaranteed number of times over the course of the year.

The Contractor must have in its employment a New Hampshire Registered Arborist to consult with the City.

The Contractor must comply with all local and State laws, rules and regulations.

The Contractor must be on call on 24 hours 7 days a week basis for any emergency that may occur and response time to such emergencies must be immediate.

See additional requirements in the Bid Specifications attached to this Agreement.

ARTICLE II – HIGHWAY FOREMAN - The Public Works Highway Foreman, or his/her authorized representative will act as contact in connection with scheduling of Tree Services in accordance with the Contract Documents.

ARTICLE III - CONTRACT TIME - The initial contract period will commence on the date written above.

ARTICLE IV - CONTRACT PRICE - Owner shall pay Contractor for performance of the work in accordance with the rates set forth in the completed Bid Proposal attached hereto.

ARTICLE V - PAYMENT – The Contractor shall invoice the Owner within 30 days of completion of the work performed or monthly.

ARTICLE VI – RENEWAL PERIOD-It is the intent of this proposal to establish a contractor for Tree Work Services for a period of one year with a yearly option to extend the contract for an additional year if both parties agree for a total period not to exceed three years.

CONTRACT AGREEMENT (continued)

ARTICLE VIII - CONTRACT DOCUMENTS - The Contract Documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- 8.1 This Agreement
- 8.2 Contractor's Bid Proposal - Rate Sheet
- 8.3 Notice of Award
- 8.4 Bid Specifications
- 8.5 Insurance Requirements

ARTICLE IX - TERMINATION FOR DEFAULT - Should the Contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work with promptness and diligence, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election.

ARTICLE X - INDEMNIFICATION OF OWNER - Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys' fees) arising in any way out of the Contractor's negligent performance or non-performance of its obligations under this Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorneys' fees, and will satisfy any judgment rendered against Owner in such action.

ARTICLE XI - PERMITS - The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable City, State, and Federal laws, ordinances, rules and regulations.

ARTICLE XII - INSURANCE - The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the Insurance Requirements attached to this agreement.

ARTICLE XIII - MISCELLANEOUS -

13.1 Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.

13.2 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

CONTRACT AGREEMENT (continued)

13.3 The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.

13.4 This Contract shall be governed by and construed in accordance with New Hampshire Law.

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

NAME OF BUSINESS

BY: _____

TITLE: _____

CITY OF PORTSMOUTH, N.H.

BY: _____
John P. Bohenko

TITLE: City Manager

NOTICE OF INTENT TO AWARD

Date:

TO:

IN AS MUCH as you were the low responsible bidder for work entitled:

Annual Tree Work Services

In the City of Portsmouth, New Hampshire, you are hereby notified that the City intends to award the aforesaid project to you.

You are further instructed to immediately take the necessary steps for execution of the Contract within ten (10) calendar days from the date of this Notice.

Prior to starting work you must deliver to the Owner certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents. The City reserves the right to revoke this Notice if you fail to take the necessary steps to execute this Contract.

City of Portsmouth
Portsmouth, New Hampshire