



City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

Request for Proposal No.: 009-21

Date: March 9, 2022

Description: Citywide Routine & Emergency Tree Removal, Trimming & Stump Grinding

Proposal Evaluation Period: Up to Sixty (60) Days

RESPONSE SUBMITTAL -Sealed responses shall be mailed to the Purchasing Department, P. O. Drawer 68, Eustis, Florida 32727-0068, or hand delivered to the Purchasing Department, 109 E. Orange Avenue, Eustis, Florida, 32726, up until the advertised date and time. It is the respondent's sole responsibility to assure that his/her response is complete and delivered at the proper time and place. Any response received after the advertised date and time of bid opening will not be considered.

Responses shall be presented in a sealed envelope and identified with the following information on the outside of the envelope:

Request for Proposal No.: 009-21

Opening Date: April 7, 2022 @ 3:00 p.m.

Description: Tree Trimming/ Removal Services

OPENING - Responses will be opened in the Eustis Commission Chambers, City Hall, at 10 North Grove Street, Eustis, Florida, shortly after 3:00 pm. All respondents and the general public are encouraged to attend the opening.

ACCEPTABLE FORMAT - Format provided by the City is the only acceptable format on which a responder may return his/her response. Responses submitted on any other format shall be disqualified. Any additional information relative to the response should be submitted on separate format.

EXECUTION OF RESPONSE – The response must contain a manual signature of an authorized representative in the space(s) provided. All information shall be legible and either written in ink or typed. All corrections (additions or erasures) made by the responder to any entry shall be dated and initialed in ink.

CLARIFICATION/CORRECTION OF RESPONSE ENTRY – The City of Eustis reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

ADDITIONAL TERMS AND CONDITIONS – The City reserves the right to reject responses containing any additional terms or conditions not specifically requested in the solicitation.

WITHDRAWAL OR MODIFICATION - Responses may be withdrawn or modified in writing prior to the response submission deadline. Responses that are resubmitted or modified must be sealed and submitted to the Purchasing Department, 10 N Grove St., 3rd Floor, Eustis, FL 32726, prior to the response submission deadline. The City reserves the right to require proper identification of any party making such a request. No response may be withdrawn subsequent to response opening.

RFQ ADDENDA - All changes in connection with this RFQ will be issued by the City in the form of a written addendum. Signed acknowledgment of receipt of each addendum shall be submitted with the RFQ response. It is the respondent's sole responsibility to ensure they have received all addenda associated with this solicitation.

EEO STATEMENT - The City is committed to assuring equal opportunity in the award of contracts and believes in equal opportunity practices which conform to both the spirit and the letter of all laws prohibiting discrimination because of race, religion, color, sex, age, national origin or handicap.

PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

AWARD – This RFQ may be awarded as best serves the interest of the City of Eustis. All awards made as a result of this RFQ shall conform to all applicable ordinances of the City of Eustis.

RESERVATION – The City of Eustis reserves the right to accept any proposal which in its opinion best serves the interest of the City, and/or to reject any or all responses, or to waive technicalities or informalities in responses received.

INTEREST OF CITY AND OTHER OFFICIALS - No member, officer or employee of the City of Eustis, or its delegates or agents, no member of the governing body of the City of Eustis or any other public official who exercises any functions or responsibilities in the City of Eustis or in the locality of this project, shall have any interest, direct or indirect, in any sale or contract or subcontract, or the proceeds thereof, during his/her tenure and for one year thereafter for work to be performed under this contract.

The successful respondent shall include the above provisions in every subcontract so that these provisions shall be binding upon any subcontractor.

CONFLICT OF INTEREST – The award hereunder is subject to provisions of Florida Statutes. All respondents must disclose with their response the name of any officer, director or agent who is also an employee of the City of Eustis. Further, all respondents must disclose the name of any City of Eustis employee who owns, directly or indirectly, any interest in respondent's firm or any of its branches.

Questions regarding the specifications should be directed to Tracy M. Jeanes, Purchasing Director @ 352-483-5475 or via email to jeanest@eustis.org

I. SCOPE

The work specified in this RFP consists of routine, hazard and emergency tree removal, routine tree trimming, cut and toss/cut and stack, and Certified Arborist evaluations within the City's rights-of-way. The Contractor shall furnish a complete proposal of its plan for accomplishing the required work, including a list of available equipment, comparable experience/contracts and personnel to be utilized, prior to execution of the contract.

II. INSTRUCTIONS TO RESPONDENTS

A. Submittals -

1. Format – The City response format is the only acceptable format on which a firm may return the proposal. All information must be legible and either written in ink or typewritten. Each response must be manually signed in ink by a person authorized to represent and bind the firm and all required information must be provided. Each respondent may submit only one response, but may include qualifications for any and all of the requested services. **One (1) original and four (4) copies of the response shall be submitted.**

- a. For ease of review, respondent shall submit their proposal in a structured manner that clearly defines all submittals.

- **Table of Contents**

- **Evaluation Items as follows -**

- **Statement of Interest** – Please submit, on your firm's letterhead, a statement of interest describing your understanding of the services required by the City and a brief history of the firm including organizational structure and a description of services your firm is capable of providing. The Statement of Interest shall be signed by a person authorized to represent and bind the respondent's firm. **20 POINTS**

- **General Firm Information/Qualifications** – Provide general contact and qualifications of the personnel that will be assigned to this project. **20 POINTS**

- **List of References** – Provide references the City may contact in order to assist in the evaluation of your past performance. **25 POINTS**

- **Price Page** - Page 13 of this bid packet. **25 POINTS**

- **Availability** - Provide information on current project workload and proximity to work location. **10 POINTS**

- **Other Submittal Items as follows:**

- **Addenda** – The respondent shall acknowledge receipt of any and all addenda with the response.

- **It is the respondent's sole responsibility to ensure they have received all addenda associated with this solicitation.**

- **Information of Litigation** – Provide information on the nature and magnitude of any litigation or proceeding where the court or administrative agency has ruled against you or

your firm, or anyone in your firm, in any matter related to you or your firm's professional activities. Similar information shall be provided for any current or pending litigation or proceeding.

- **Drug Free Workplace Certification Form** - The respondent shall complete and return the attached Drug Free Workplace Certification with his/her response.

- B. Request for Information – Any request for clarification or additional information deemed necessary by any respondent to present a proper response shall be submitted in writing to the Purchasing Department, via e-mail, jeanest@eustis.org or phone at 352-483-5475. Any such request must be received in time to allow sufficient time to prepare and disseminate a written response.

Such addenda as may be required due to changed conditions or to clarify the specifications will be mailed or delivered prior to the date and time set for the advertised opening and shall become a part of the RFP.

All prospective respondents are instructed not to contact any member of the Eustis City Commission, City Manager, Public Works Dept., or anyone other than the noted contact person in the proposal, as noted above. Any such contact could be cause for rejection of consideration of the award.

- C. Conditional Proposals/Exceptions – Respondents taking exception to any part of section of the solicitation shall indicate such exceptions on the forms provided. Failure to indicate any exception will be interpreted as the respondent's agreement to fully comply with the requirements as written. Conditional responses, unless specifically allowed, shall be subject to rejection.
- D. Qualifications – Respondents shall have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City. The City reserves the right, before recommending an award to the Commission, to inspect the facilities and organization, or to take any other action necessary to determine ability to perform in accordance with the requirements, terms and conditions.

Responses will be considered only from firms normally engaged in the services specified herein.

- E. Expenses Incurred in Proposal Preparation – The City accepts no responsibility for any expense incurred by the respondent in the preparation and presentation of proposals. Such expenses shall be borne exclusively by the respondent. This RFP does not commit the City to award a contract.
- F. Evaluation Committee – Members of the Evaluation Committee will evaluate the proposals based on the evaluation criteria outlined in Section VII.

Upon completion of the technical criteria evaluation, rating and ranking, the City reserves the right to request presentations from the short-listed firms if the Committee deems it necessary to select the successful firm(s).

Upon completion of the oral presentation(s), the Committee will re-evaluate the short-listed firms, based upon the written documents combined with the oral presentation.

- G. Competitive Negotiations – Following ranking of the most qualified firm, based upon applicable services and the needs of the City, the City shall negotiate a contract with the top ranked firm for a price that the city determines to be fair, competitive and reasonable. Should the City be unable to negotiate a satisfactory contract with the top ranked firm, the City shall select additional firms in the order of their competence and qualification and continue negotiations until an agreement is reached.

- H. Award - The City reserves the right to accept any response which in its opinion best serves the interest of the City. The City also reserves the right to reject any and all bids or any part thereof and to waive technicalities or informalities deemed minor in nature.

III. **GENERAL TERMS AND CONDITIONS**

- A. Submission of Supporting Documents – The successful respondent shall furnish all required documents within ten (10) working days after notification of award. If the successful respondent fails to furnish said documents within ten (10) days, the City may withdraw the award.
- B. Laws and Ordinances – All applicable laws and regulations of the State of Florida and ordinances of the City of Eustis will apply to any resulting agreement.
- C. Mediation of Disputes – Except for claims for indemnity arising out of or relating to a lawsuit filed by or against any party to this agreement, the parties shall mutually agree that any dispute that may arise under this agreement will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to the commencement of arbitration or litigation. It shall be mutually agreed that such mediation shall occur at the place where the project is located. Each party shall be responsible for their own mediation fees and mediator's expenses. The parties shall agree to exercise their best efforts in good faith to resolve all disputes in mediation.
- D. Venue – Venue for any legal action resulting from this request for proposal shall lie in Lake County, FL.
- E. Precedence of Conditions – By virtue of submitting a response, respondents agree that City terms and conditions herein will take precedence over any terms and conditions submitted with the response, either appearing separately or included in pre-printed page catalogs, price lists or other literature.
- F. Assignment of Contract – The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any award or any of its rights, title, or interest therein without written consent of the City.
- G. Permits and Licenses – If a respondent has a permanent business location within the City of Eustis (including branch offices and storage or warehouse facilities), a business tax receipt is required.
- H. Designated Contact – The successful contractor shall appoint a person or persons to act as a primary contact with the City. This person or backup shall be readily available during normal working hours via phone or in person and shall be knowledgeable of all terms of the contract.
- I. Indemnification – The respondent covenants to save, defend, keep harmless and indemnify the City of Eustis, and all its officers, departments, agencies, agents and employees from and against all claims, loss, damage, injury, fines, penalties and costs (including court costs and attorney fees), charges, liability and exposure, however caused – resulting from, arising out of or in any way connected with the respondent's negligent performance or nonperformance of the terms of the contract.
- J. Termination for Convenience – The performance of work under any ensuing contract may be terminated by the City of Eustis, in whole or in part, whenever the City determines that termination is in the City's best interest. Any such termination shall be affected by the delivery to the contractor of a written notice of termination a minimum of fifteen (15) days prior to the date of the termination. In the event that any contract made as a result of this solicitation is terminated or canceled upon request of and for the convenience of the City of Eustis without fifteen (15) days advance written notice, the City shall negotiate reasonable termination costs, if applicable.

- K. Termination for Cause/Default – The City shall have the right to terminate the contract at any time for failure to provide satisfactory performance. Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from any termination costs. Advance notice will be waived in the event of termination for cause.
- L. Termination Due to Unavailability of Funds in Succeeding Years – When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled. The contractor shall be reimbursed for the reasonable value of any non-recurring costs, but not amortized in the price of services delivered under the contract.
- M. Ownership of Deliverables – Deliverables and other data generated or developed by the contractor or furnished to the contractor by the City shall become and/or remain the property of the City. The City shall also have the right to use any or all ideas presented in any reply to this RFP. Selection or rejection does not affect this right.
- N. Return of Materials – Upon the request of the City, but in any event, upon termination of any agreement for work or services under this RFP, the contractor shall surrender to the City all memoranda, notes, records, drawings, manuals, computer software and any other documents or materials pertaining to the services hereunder that were furnished to the contractor by the City.
- O. Accuracy/Quality of Work – The contractor shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services under any agreement resulting from this RFP. The contractor shall correct or revise any errors, omissions or other deficiencies in its services without additional compensation from the City.
- P. Changes in Work – The City may, at any time, by written notice, make such changes as it deems expedient and in the best interest of the City. If the change involves a difference in cost not covered by the contract, an equitable adjustment to the contract, either increase or decrease, shall be made by an agreement between the City and the contractor. The cost of performing the extra work shall be determined and agreed to between the City and the contractor before the work is undertaken.
- Q. Hold Harmless – The contractor shall indemnify and save the City harmless from any claims, demands, damages, fines, or fees on appeal of any kind and nature arising from the performance of the contract whether by act or omission of the contractor, its agents, servants or employees or because of or due to the mere existence of the contract between the parties.
- R. Adherence to Laws – The respondent shall comply with all applicable laws, rules and regulations, including, but not limited to HIPPA, the Florida Worker’s Compensation Act and all Federal and State tax laws. Because the bidder will be acting as an independent contractor, the City assumes no responsibility for the respondent’s actions. The respondent also agrees to comply with all State and Federal laws with regard to the Equal Employment Opportunity Act.

IV. SPECIAL TERMS AND CONDITIONS

- A. Insurance Requirements - The contractor shall purchase and maintain such commercial or comprehensive general liability, worker’s compensation, professional liability, and other insurance as is appropriate for the services being performed by the contractor, its employee or agents. The amounts and types of insurance shall conform to the following minimum requirements:

Consultant’s Insurance – Certificates of contractor’s insurance shall be filed with the City prior to contract execution in amounts not less than:

Worker's Compensation – As required by law and per statutory limits for all employees. Policy shall include Employer's Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.

Comprehensive General Liability – Shall have minimum limits of \$500,000 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operation, Broad Form Property Damage and XCU Coverage, and a Contractual Liability Endorsement. Coverage shall include personal injury and fire damage liability.

Business Auto Policy – Shall have minimum limits of \$300,000 per occurrence. Combined Single Limit for Bodily Injury and Property Damage. This shall include owned vehicles, hire and non-owned vehicles and employees' non-ownership.

The successful contractor shall include the City as insured under its policies and shall furnish separate certificates and endorsements for each subcontractor.

- B. Prohibition Against Contingent Fees – Upon entering into an agreement for services with the City, the Contractor shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award for making of this Agreement.

V. RFP SCHEDULE

RFP Opening
Evaluation Committee Meeting

April 7, 2022 @ 3:00 pm
April 12, 2022 @ 10:00 am

VII. EVALUATION OF PROPOSALS

Proposals shall be evaluated using the following criteria:

Respondent's demonstrated understanding of the City's requirements and plans for meeting said requirements (as evidenced in the Statement of Interest.)	20 Points
Qualifications and related experience of the personnel that will be assigned to the Project.	20 Points
Previous experience & past performance in similar work.	25 Points
Cost	25 Points
Availability / Proximity	10 Points
Total =	<u>100 Points</u>

VIII. REQUIREMENTS

- A. **Scope of Work** – Work shall consist of tree removal, tree trimming, stump grinding, and Certified Arborist’s professional recommendations. Hand labor and specialized equipment will be required to perform this type of work.

All work shall be performed utilizing best arborist practices. The Contractor shall take all care necessary not to impact adjacent properties. The contractor shall be required to obtain legal access to private property when necessary and coordinate with utility companies to perform some services specified in this document. Obtaining access to private property and utility coordination are to be considered incidental and no additional compensation will be paid. The services to be provided by the Contractor will be on an as needed basis and will be determined by the City.

The Contractor shall furnish all labor, equipment, Maintenance of Traffic (MOT) apparatus, tools, and other incidentals in order to perform all work necessary specified in this scope. This work shall be furnished in accordance with all conditions specified in the contract documents. All of the City’s rights-of-way including, but not limited to other City properties such as parks and facilities, are eligible for work specified in this contract as authorized by the City designee. The Contractor may be required to attend pre-scheduled meetings as determined by the City or City designee without additional compensation.

- B. **Emergency Tree Work** – Emergency tree work is defined as any work, determined by the City, that requires an immediate response to mitigate an imminent danger to life or property. All emergency tree work shall require the contractor to respond within two (2) hours of notification by the City with a three (3) person crew. The contractor shall be guaranteed a minimum of two (2) hours per call out for a three (3) person crew at the Contractor’s hourly price, as outlined in the Pricing Proposal Page, Section 8. Emergency tree work will include, but not be limited to, tree removals and tree trimming.
- C. **Hazard Tree Work** – Hazard tree work is defined as any work, determined by the City, that requires a quick/timely response to mitigate a possible risk to life or property. All hazard tree work shall require the contractor to respond within twenty-four (24) hours of notification by the City with a three (3) person crew. The Contractor shall be guaranteed a minimum of two (2) hours per call out for a three (3) person crew at the Contractor’s hourly price as outlined in the pricing proposal page, Section 8. Hazard tree work will include but not be limited to tree removals and tree trimming.
- D. **Routine Tree Removal** – Routine tree removal is defined as any tree removal work, determined by the City, that requires a response but which poses no immediate risk or danger of life and property. The Contractor shall be expected to remove all debris and rake clean to a condition equal to or better than the pre-tree removal condition, unless otherwise directed. All routine tree work shall require the Contractor to respond within seven (7) calendar days of notification by the City. The Contractor shall be paid at the price for the specified type and size of tree as outlined in the Pricing Proposal Page, Sections 1 through 6.
- E. **Stump Grinding** – Stump grinding is defined as the base of a tree trunk and its roots being removed by a machine that cuts the wood into very small pieces (chips). The City will determine and/or approve the diameter of the stump prior to grinding. Stumps and roots must be ground to a

depth of six (6) inches below existing ground level. Chips produced by the grinding process shall not be spread beyond the disturbed area. Chips in excess of three (3) inches above the existing ground level must be removed and raked by the contractor to eliminate any above ground hazards and to maintain a neat appearance. Chip removal is to be considered incidental and no additional payment will be made for this service. All stump grinding shall require the Contractor to respond within seven (7) calendar days of notification by the City. All stump grinding required in conjunction with tree removal shall be completed no later than two (2) calendar days after the tree removal has been performed. The Contractor shall be paid at the per inch diameter price as outlined in the pricing Proposal Page, Section 9.

- F. **Routine Tree Trimming** – Routine tree trimming is defined as tree trimming that requires the Contractor to remove all tree debris generated by the trimming operation. This work shall also include the removal and disposal of mistletoe, Spanish Moss and vines. All routine tree trimming shall require the Contractor to respond within seven (7) calendar days of notification by the City. The Contractor shall be paid at the Contractor's hourly rate as outlined in the Pricing Proposal Page, Section 11.
- G. **Cut and Toss / Cut and Stack** – Cut and toss/Cut and stack are defined as tree trimming that does not require the Contractor to remove tree debris generated by the trimming operation. The Contractor will be required to either stack the debris at a location near the area where the trimming is taking place or toss it out of the way (for trails and areas where equipment cannot access) in areas agreed upon, in advance, by the City and the Contractor. All tossed or stacked debris shall not be in areas of private property, ditches, swales, or other apparent drainage flow paths. All cut and toss/cut and stack work shall require the contractor to respond within seven (7) calendar days of notification by the City. The Contractor shall be paid at the Contractor's hourly price as outlined in the Pricing Proposal Page, Section 10.
- H. **Certified Arborist's Recommendations** – At times, the City may require a Professional Certified Arborist's recommendation. This recommendation should be based on the knowledge that the City desires only to remove trees and limbs having imminent potential to cause damage or injury and to maintain as many trees as possible to preserve the natural setting/beauty of the area. When a recommendation is required, the Contractor shall respond within twenty-four (24) hours of notification by the City. The Certified Arborist's written recommendation on the Arborist's or Contractor's letterhead shall be submitted to the City within forty-eight (48) hours of the site visit inspection. The service shall be paid at the price per hour per site visit (per location, not per tree), as outlined in the Pricing Proposal Page, Section 12.
- I. **Additional Requirements** –
 - a. The Contractor shall have at least one employee with an FDOT Intermediate Maintenance of Traffic (MOT) certificate, who shall be no more than sixty (60) minutes from each job site at all times.
 - b. When tree removal is required and stump grinding has not been requested, all stumps must be cut to a height of no greater than three (3) inches above existing ground level to eliminate any above ground hazards.
 - c. For all tree trimming and tree removal work, except cut and toss, the area must be raked clean, removing all twigs, sticks, leaves, limbs, and other debris (in a condition equal to or better than the pre-tree removal condition).

- d. Tree removal shall be at the contract price. The price shall include all limb removal, roping, and other work that may be required to take down trees.
- e. At a minimum, all mobile equipment used on City rights-of-way shall be equipped with amber flashing lights and white or amber strobe lights and all safety devices installed by the manufacturer.

J. **Equipment** – Minimum equipment requirements for tree removal, tree trimming and stump grinding:

- Grapple Truck
- Bucket Truck
- Stump Grinder
- Chaps
- Hardhats
- Eye Protection
- Chainsaws
- Pole saws
- Advanced warning signs
- Stop / Slow paddles
- Safety vests
- Traffic cones

All equipment necessary for the proper execution of the Contract shall be maintained to produce quality work.

At the time of submission of the proposal, the Contractor must possess the capabilities to perform promptly after assignment by the City. The Contractor shall submit with his proposal a list of the quantity and types of equipment and employees which shall be used in the performance of this contract. The Contractor has the option to choose the type of equipment needed to perform any given task, as long as the equipment meets minimum requirements as specified in these documents and is of substance and function that allows the work to be completed according to contract specifications. No extra costs will be incurred by the City for the re-work of specific areas that are unacceptable due to equipment, operator or laborer.

- K. **Responsibility for Layout of Work** – The City will supply the Contractor with a location of requested work. Upon receipt, the Contractor will provide the City with a projected completion date and cost estimate, if required, for each location.
- L. **Quality Control and Inspection** – The Contractor shall notify the City, after the completion of each project no later than 8:15 am the following business day. This may be accomplished by either re-mail or telephone, enabling the City to complete inspections timely and allow the Contractor to perform any necessary re-works so payments will not be delayed.
- M. **Measurement and Basis of Payment** – The Contractor shall furnish a complete cost, including but not limited to, fuel, supplies, maintenance, equipment, travel time, etc., for accomplishing the required work, including a list of equipment and personnel to be utilized (minimum requirements are listed in Sections 2.4 and 2.5), prior to execution of the contract.

Payment shall be per project, and only for work completed, inspected, and accepted by the City. The Contractor shall submit an invoice for payment within seven (7) calendar days of acceptance by the City for each project. The Contractor shall dispose of debris collected from each project properly and in accordance with all local, state and federal ordinances, rules, laws, or statutes.

All invoices shall include the project location and applicable tree size, stump size, hours worked and price for each activity. For all services performed at an hourly rate (cut and toss, emergency, hazard and routine tree trimming), the Contractor shall provide timesheets for employees on the project when submitting the invoice for each project.

Work that has been contracted at an hourly rate shall include a crew of three (3) people. Upon prior approval by the City, when a crew is smaller or larger than three (3) people, the hours will be pro-rated.

Hauling and tipping fees shall be included in each line item price. No additional compensation shall be paid.

When the Contractor determines a crane is required for any work listed within the Scope of Services, the Contractor must provide the City with an estimate and receive approval before proceeding.

All tree measurements will be conducted by the City using a logger's tape.

Trees shall be identified by their diameter at breast height (DBH), which shall be measured at five (5) feet above ground level.

DBH for trees on slopes and grades shall be measured half way between the uppermost portion of the trunk on the slope and the lowermost portion of the trunk on the slope.

Trees with multiple trunks, if joined below five feet (5'), will be treated as separate trees when measured. Trees with multiple trunks, if joined above five feet (5'), will be treated as one tree when measured.

For tree removals where the DBH is greater than sixty inches (60"), the Contractor is required to inspect the tree and submit a written quote before the City will authorize any work to be done.

N. **City's Right to Stop Work** – Suspension for Convenience. The City may direct the Contractor to stop the work, in whole or in part, whenever, in the City's sole judgment and discretion, such stoppage is necessary to ensure the proper completion of the Work, avoid injury to third persons, or otherwise meet the objectives of the City.

O. **Term of Contract** – The initial term of the contract shall be for three (3) years, with the option for an additional three (3) year renewal period.

Please return pages 12-15
with your submittal -

City of Eustis RFP #009-21
Tree Trimming/Removal Services

Respondent acknowledges receipt of addenda as follows:

No. _____ Date _____
No. _____ Date _____

By submitting a bid proposal, the undersigned agrees:

- i. He/she has read all the proposal documents and hereby waives all right to plead any misunderstanding regarding same.
- ii. That neither the firm, or any of it's proposed sub-consultants has been placed on the convicted vendor list following the conviction of a public entity crime.
- iii. To enter into and execute a contract within ten (10) working days, if awarded.
- iv. To begin work no later than ten (10) working days after contract execution and to complete the work within the time period specified in the written documents.

~~~~~  
Company Name: \_\_\_\_\_

Please check one: Corporation \_\_\_ Partnership \_\_\_ Other \_\_\_  
Proprietorship \_\_\_ Joint Venture \_\_\_ Subsidiary \_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Signature/Title Typed: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

**Citywide Routine and Emergency Tree Removal,  
Trimming, and Stump Grinding - RFP # 009-21  
PRICING PROPOSAL PAGE**

| <b>Item #</b>     | <b>Description</b>                                                 | <b>Diameter of Tree</b> | <b>Price</b> |
|-------------------|--------------------------------------------------------------------|-------------------------|--------------|
| <b>Section 1</b>  | <b>Routine Tree Removal - 7 Calendar Days</b>                      |                         |              |
| 1A                | Oak Tree- Per Tree/ Cut down and remove (Contractor to clean)      | 0-12"                   |              |
| 1B                | Oak Tree- Per Tree/ Cut down and remove (Contractor to clean)      | >12-24"                 |              |
| 1C                | Oak Tree- Per Tree/ Cut down and remove (Contractor to clean)      | >24-36"                 |              |
| 1D                | Oak Tree- Per Tree/ Cut down and remove (Contractor to clean)      | >36-48"                 |              |
| 1E                | Oak Tree- Per Tree/ Cut down and remove (Contractor to clean)      | >48-60"                 |              |
| <b>Section 2</b>  | <b>Routine Tree Removal - 7 Calendar Days</b>                      |                         |              |
| 2A                | Pine Tree-Per tree/Cut down and remove (Contractor to clean)       | 0-12"                   |              |
| 2B                | Pine Tree-Per Tree/Cut down and remove (Contractor to clean)       | >12-24"                 |              |
| 2C                | Pine Tree-Per Tree/Cut down and remove (Contractor to clean)       | >24-36"                 |              |
| 2D                | Pine Tree-Per Tree/Cut down and remove (Contractor to clean)       | >36-48"                 |              |
| 2E                | Pine Tree-Per Tree/Cut down and remove (Contractor to clean)       | >48-60"                 |              |
| <b>Section 3</b>  | <b>Routine Tree Removal - 7 Calendar Days</b>                      |                         |              |
| 3A                | Other Trees-Per Tree/Cut down and remove (Contractor to clean)     | 0-12"                   |              |
| 3B                | Other Trees-Per Tree/Cut down and remove (Contractor to clean)     | >12-24"                 |              |
| 3C                | Other Trees-Per Tree/Cut down and remove (Contractor to clean)     | >24-36"                 |              |
| 3D                | Other Trees-Per Tree/Cut down and remove (Contractor to clean)     | >36-48"                 |              |
| 3E                | Other Trees-Per Tree/Cut down and remove (Contractor to clean)     | >48-60"                 |              |
| <b>Section 4</b>  | <b>Routine Tree Removal - 7 Calendar Days</b>                      |                         |              |
| 4A                | Oak Tree-Per Tree/ Cut down leave in 5' lengths (City to clean)    | 0-12"                   |              |
| 4B                | Oak Tree-Per Tree/ Cut down leave in 5' lengths (City to clean)    | >12-24"                 |              |
| 4C                | Oak Tree-Per Tree/ Cut down leave in 5' lengths (City to clean)    | >24-36"                 |              |
| 4D                | Oak Tree-Per Tree/ Cut down leave in 5' lengths (City to clean)    | >36-48"                 |              |
| 4E                | Oak Tree-Per Tree/ Cut down leave in 5' lengths (City to clean)    | >48-60"                 |              |
| <b>Section 5</b>  | <b>Routine Tree Removal - 7 Calendar Days</b>                      |                         |              |
| 5A                | Pine Tree-Per Tree/ Cut down leave in 5' lengths (City to clean)   | 0-12"                   |              |
| 5B                | Pine Tree-Per Tree/ Cut down leave in 5' lengths (City to clean)   | >12-24"                 |              |
| 5C                | Pine Tree-Per Tree/ Cut down leave in 5' lengths (City to clean)   | >24-36"                 |              |
| 5D                | Pine Tree-Per Tree/ Cut down leave in 5' lengths (City to clean)   | >36-48"                 |              |
| 5E                | Pine Tree-Per Tree/ Cut down leave in 5' lengths (City to clean)   | >48-60"                 |              |
| <b>Section 6</b>  | <b>Routine Tree Removal - 7 Calendar Days</b>                      |                         |              |
| 6A                | Other trees-Per Tree/ Cut down leave in 5' lengths (City to clean) | 0-12"                   |              |
| 6B                | Other trees-Per Tree/ Cut down leave in 5' lengths (City to clean) | >12-24"                 |              |
| 6C                | Other trees-Per Tree/ Cut down leave in 5' lengths (City to clean) | >24-36"                 |              |
| 6D                | Other trees-Per Tree/ Cut down leave in 5' lengths (City to clean) | >36-48"                 |              |
| 6E                | Other trees-Per Tree/ Cut down leave in 5' lengths (City to clean) | >48-60"                 |              |
|                   | <b>Description</b>                                                 |                         |              |
| <b>Section 7</b>  | <b>Emergency Work-2 hour response time-2 hour minimum fee</b>      | Per Hour                |              |
| <b>Section 8</b>  | <b>Hazard Work-24 hour response time-2 hour minimum fee</b>        | Per Hour                |              |
| <b>Section 9</b>  | <b>Stump Grinding/remove excess chips/rake smooth-7 or 2 days</b>  | Per Inch                |              |
| <b>Section 10</b> | <b>Cut and Toss/Cut and Stack-7 days</b>                           | Per Hour                |              |
| <b>Section 11</b> | <b>Routine Tree Trimming-7 days/remove debris/rake clean</b>       | Per Hour                |              |
| <b>Section 12</b> | <b>Arborist's Written Recommendation (No Travel Reimbursement)</b> | Per Hour                |              |
| <b>Firm Name:</b> |                                                                    |                         |              |

**Hauling and tipping fees, fuel and trip charges are inclusive per line item; NO additional compensations shall be paid.  
This document must be completed and returned with your Submittal**

**Citywide Routine and Emergency Tree Removal,  
Trimming, and Stump Grinding  
RFP # 009-21**

**DISCLOSURE OF PERSONNEL AND EQUIPMENT  
TO BE USED FOR THIS CONTRACT:**

|                                     |             |
|-------------------------------------|-------------|
| <b>List Equipment and Quantity:</b> |             |
| Equipment Component Qty:            |             |
| (1) Grapple Truck                   | (Qty) _____ |
| (2) Bucket Truck                    | (Qty) _____ |
| (3) Stump Grinder                   | (Qty) _____ |
| (4) Chainsaws                       | (Qty) _____ |
| (5) Pole saws                       | (Qty) _____ |
| <b>List Personnel and Quantity</b>  |             |
| Employee Component Qty:             |             |
| (1) Certified Arborists             | (Qty) _____ |
| (2) Supervisors                     | (Qty) _____ |
| (3) Operators                       | (Qty) _____ |
| (4) Laborers                        | (Qty) _____ |
| (5) MOT Certified                   | (Qty) _____ |

**List Quantity for each Employee Category to be used on each Project**

| <u>Employee Category</u> | <u>Quantity per Project</u> |
|--------------------------|-----------------------------|
|                          |                             |
|                          |                             |
|                          |                             |
|                          |                             |
|                          |                             |
|                          |                             |

(Attach additional sheets if necessary)

***This document must be completed and returned with your Submittal***

**DRUG FREE WORKPLACE  
CERTIFICATION FORM**

In accordance with Florida Statutes 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids/RFPs, which are equal with no respect to price, quality and services, are received by the State or by any political subdivision for the procurement of commodities or services, a bid/RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

In the statement specified in subsection 1, notify employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Vendor's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**STATEMENT OF NO BID**

Please return to:  
Purchasing Director  
City of Eustis  
P.O. Drawer 68  
Eustis, FL 32727-0068

We, the undersigned, decline to bid on **City RFP #009-21 – Tree Trimming/Removal Services**, for the following reasons:

- \_\_\_\_\_ Suitable, but engaged in other work
- \_\_\_\_\_ Cannot supply at this time
- \_\_\_\_\_ Quantity too small
- \_\_\_\_\_ Unable to meet specifications
- \_\_\_\_\_ Opening date does not allow sufficient time to complete Proposal
- \_\_\_\_\_ Other

~~~~~  
~~~~~

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Signature/Title Typed: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Date: \_\_\_\_\_