



**CITY OF VANCOUVER
REQUEST FOR QUOTATION**

**QUOTATION NO. 5
OPENING 3:00 P.M.
FEBRUARY 3, 2005**

PLEASE QUOTE ON THE FOLLOWING:

The following project will be accomplished as a **SMALL WORKS PROJECT** and will be subject to prevailing wage laws. **All quotations must be submitted on this form. *This is not an order.* Please read all information on the instruction page before preparing quotation.** All bidders must meet the requirements of the Small Works Roster prior to award. Apparent low bidders must meet the requirement of the Small Works Roster within 10 days of the quote opening. To obtain a Small Works packet, please visit our website at www.ci.vancouver.wa.us/procurement or contact Procurement Services at (360) 619-1030.

PROJECT: TREE PRUNING SERVICES

The work under the contract shall be for a period of one year beginning approximately on February 14, 2005 and ending on January 31, 2006. The City reserves the right to offer three additional one-year contract extensions.

All responses to quotations must be received by **Procurement Services** no later than 3:00 p.m. on Thursday, February 3, 2005.

Technical questions regarding this project may be addressed to Charles Ray, Project Engineer at (360) 619-1128. Bidding or Procurement related questions regarding this project may be addressed to Anna Vogel, Procurement Specialist at (360) 619-1032.

Julianna M. Csonaki,
Procurement Services Manager

DO NOT SEND BY FAX. QUOTATIONS SUBMITTED VIA FAX WILL NOT BE ACCEPTED.

To return quotation, place in an envelope with the following information on the outside of the envelope.

PROCUREMENT SERVICES

City of Vancouver
610 Esther St, 2nd Floor
P O Box 1995
Vancouver, WA 98668

QUOTATION #5
Opening at 3:00 p.m.
February 3, 2005

QUOTATION SUBMITTED BY:

Company Name

Street Address

City State Zip

Phone #

QUOTATION INDEX
TREE PRUNING SERVICES

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ENCLOSURES:

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MAINTENANCE QUOTATION INSTRUCTION PAGES

The CITY OF VANCOUVER reserves the right to cancel this request or reject any and all quotations received or to waive any minor formalities of this call if the best interest of the City would be served.

The CITY OF VANCOUVER VMC 3.05 and Ordinance M-3129, outlines the requirements for obtaining written quotations (this is a written quotation), and the requirements for formal bids (requiring advertising and public bid opening). In brief, we are required to obtain quotations for public works costing \$35,000.01 or more, but less than \$200,000. If the items are over \$200,000, the formal bid process must be followed.

THEREFORE, in the event you receive a REQUEST FOR QUOTATION and find that the total amount (including sales tax) will exceed the \$200,000 amount, **DO NOT SUBMIT A QUOTATION**. Please note on the quotation form "Quotation will exceed \$200,000", and return to Procurement Services. If no supplier can provide the product or service for less than \$200,000, a formal bid will be prepared and processed in accordance with established policies.

All contractors doing business within the City of Vancouver are required to have (or obtain) a City of Vancouver business license. For information, call (360) 619-1077.

The City of Vancouver does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in, its programs or activities. Minority businesses are encouraged to participate.

Quotations will be opened By Procurement Services in the Esther Short Building, 610 Esther Street, 2nd Floor, Vancouver, Washington. Suppliers are welcome to attend.

Quotations are to be submitted to the Procurement Services Manager on the forms provided for this purpose. Quotations delivered to locations other than as indicated above or received after the designated time will not be accepted.

The quotation will be awarded to the lowest responsible bidder whose offer conforming to the solicitation will be most advantageous to the City.

The bidder's attention is especially called to the following forms, which must be executed in full as required. This checklist has been prepared and furnished to aid Bidder in including all necessary supporting information with their quotation. It is not guaranteed to be complete or accurate, and the responsibility for compliance with all requirements remains with the bidder. Items in *bold* must be submitted with your quotation.

By signing the signature page of the quotation, the Contractor acknowledges and agrees to the terms and conditions of each of the following forms, included in the quote documents.

- Non-Collusion Affidavit. (required for all projects)**
Failure to comply with this provision will render the quotation non-responsive and therefore void.

- Non-Discrimination Clause. (required for all projects over \$5000)**
 Bidders must provide evidence of compliance as required by this section. Bidder shall list company names, addresses, and state certification number for all Minority Business Enterprises from whom quotes have been solicited. In addition, a list of the bidder's minority employees and the employee's classification must be attached. Minority businesses are encouraged to participate.

- Certification of Non-segregated Facilities. (applicable to construction contracts and related subcontracts exceeding \$10,000)**
 The Contractor is hereby advised that subcontractors and materials supply agreements which exceed \$10,000 also require Certification of Non-segregated Facilities as set forth in the proposal for this project. *Failure to comply with this provision will render the quotation non-responsive and therefore void.*

- Proposal**
 Show prices in legible figures (not words) written in ink or typed. Where conflict occurs unit price shall prevail. Any unit price that is left blank, including lump sum items, or does not contain numeric figures will be considered no charge for that bid item. The extension for that bid item will also be treated as no charge and reflected as such in the total contract price regardless of what has been placed in the extension column.

Your quotation shall be considered non-responsive and therefore, void if:

- Figures are illegible
- Minimum bid requirements are not met (when applicable)

- Acknowledgement of Addenda.**
 The bidder must sign, where indicated on the final page of the quotation documents, acknowledgement of any addenda received prior to the quote opening. *Failure to comply with this provision will render the quotation non-responsive and therefore void.*

It is the sole responsibility of the Bidder to learn of Addendum, if any. Such information may be obtained from the City of Vancouver Procurement Services' web site, <http://www.ci.vancouver.wa.us/procurement/projects.htm>, or by calling (360) 619-1030; however the sole responsibility for obtaining and learning of Addendum belongs to the Bidder. The City of Vancouver accepts no responsibility or liability and will provide no accommodation to bidders who fail to check for addendums and submit inadequate or incorrect responses.

1. The bidder's attention is especially called to the following items which must be executed in full as required.

a) State Contractors License

The bidder and all subcontractors shall be licensed contractors with the State of Washington.

b) Performance and Payment bond (required for all projects of \$35,000 or more) This shall be executed by the successful bidder and a surety company, licensed to do business within the State of Washington, within three to five (3-5) days after the award date.

c) Wage Law Affidavit (Applicable to prevailing wage contracts only)

If awarded the project, the contractor and each subcontractor shall complete or have on file a current "Statement of Intent to Pay Prevailing Wages" (Form L&I Number F700-029-000) before payment will be made for work performed. An "Affidavit of Wages Paid" (Form L&I Number F700-007-000) shall be required at the end of every year. These forms are available from Washington State Department of Labor & Industries and can be filed electronically at <http://www.lni.wa.gov/prevailingwage/>.

For projects of \$35,000 or more, the Contractor may be required to submit weekly/bi-weekly Certified Payrolls to the City of Vancouver, Procurement Services upon request. Certified payrolls must be kept on file for a minimum of 3-years from the contract completion.

Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in Revised Code of Washington 39.08.030 and within the time provided in RCW 60.28 as now existing and in accordance with any amendments that may hereafter be made thereto.

d) Certificate of Insurance (if not already on file with Procurement Services office)

2. The City will not be responsible for any errors in proposals. Bidders will not be allowed to alter proposals after the submittal deadline.

3. The period of this Quote and its prices shall be one (1) year, commencing on the date of award. Work will be ordered on an "as needed" basis. The City of Vancouver reserves the right to offer three (3) additional one-year extensions. If the extensions would be in the best interest of the City, in consideration of market conditions, the City will allow increase/decrease of the actual cost of the product. The adjusted price will be approved at the beginning of each year's extension, and must be firm for the remainder of the contracted period. Suppliers shall provide, prior to the extension, documentation of price for each year's extension.

4. Cooperative Purchasing. The Washington State Interlocal Cooperation Act, Ch 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By responding to this bid, the supplier agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
5. Quotation Award: Receipt of an official award letter from the Procurement Services Department will evidence the acceptance of a quotation. No other act of the City shall constitute acceptance of a quotation.

NON-COLLUSION AFFIDAVIT

State of _____
County of _____

I, an authorized representative of _____, being first duly sworn on oath do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

By signing the signature page of the quotation, the Contractor acknowledges and agrees to the terms and conditions of this form.

NON-DISCRIMINATION CLAUSE

Quotation Documents - #5
Tree Pruning Services
Quote Documents

RCW 35.22.650-Public Works or Improvements-Minority Business, Employees-Contract, Contents

All contracts by and between a first class city and contractors for any public work or improvement exceeding the sum of ten thousand dollars, or fifteen thousand dollars for construction of water mains, shall contain the following clause:

“Contractor agrees that they shall actively solicit the employment of minority group members. Contractor further agrees that they shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of his/her compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section as part of the bid.”

As used in this section, the term “minority business” means a business of at least fifty-one percent of which is owned by minority group members. Minority group members include, but are not limited to, Blacks, women, Native Americans, Asians, Eskimos, Aleuts, and Hispanics.

Bidders shall provide evidence of compliance as required by the non-discrimination clause. Bidder shall list Company names, addresses and the State Certification number for all Minority Business Enterprises from whom bids have been solicited. A list of bidder’s minority employees and the employees' classification must be attached.

a.) If minority solicitations were not made, please explain: _____

b.) If reporting of minority employees has not been attached, please explain: _____

Contractor Name/Address

Minority Certification No.

By signing the signature page of the quotation, the Contractor acknowledges and agrees to the terms and conditions of this form.

CITY OF VANCOUVER
CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to construction contracts and related subcontracts exceeding \$10,000)

The construction contractor certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The construction contractor certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location, under this control, where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise. The construction contractor agrees that (except where they have obtained identical certifications from proposed contractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 and that they will retain such certifications in their files.

By signing the signature page of the quotation, the Contractor acknowledges and agrees to the terms and conditions of this form.

PROPOSAL

Scope of Work

Perform professional pruning and/or removal on trees designated by the City on an as needed basis in all City public grounds, water/sewer stations and City right of ways. The Contractor may bid on one or both services. The City reserves the right to award this contract separately for pruning and tree services or combined.

The work under the contract shall be for a period of one year beginning approximately on February 14, 2005 and ending on January 31, 2006. The period of this Quote and its prices shall be one (1) year, commencing on the date of award. Work will be ordered on an "as needed" basis. The City of Vancouver reserves the right to offer three (3) additional one-year extensions. If the extensions would be in the best interest of the City, in consideration of market conditions, the City will allow increase/decrease of the actual cost of the product, determined by the Consumer Price Index, All Urban Consumers, Portland Metropolitan Area (CPI-U). The adjusted price will be approved at the beginning of each year's extension, and must be firm for the remainder of the contracted period. Suppliers shall provide, prior to the extension, documentation of price for each year's extension.

This contract is to be a "needs based" contract. The City is not obligated to any minimum or maximum quantities under this contract.

Technical questions regarding this project may be addressed to Charles Ray, Project Engineer at (360) 619-1128. Bidding or Procurement related questions regarding this project may be addressed to Anna Vogel, Procurement Specialist at (360) 619-1032.

- NOTE:**
- Show prices in legible figures (not words) written in ink or typed.
 - Where conflict occurs unit price shall prevail.
 - **Any unit price that is left blank, or does not contain numeric figures will be considered no charge for that bid item.** The extension for that bid item will also be treated as no charge and reflected as such in the total contract price regardless of what has been placed in the extension column.
 - *Your quotation shall be considered non-responsive and therefore, void if:*
 - Figures are illegible
 - Minimum bid requirements are not met (when applicable)

TREE PRUNING SERVICES

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
1.	1 Hour	Rate for a Three-Person Crew (Including Certified Arborist) and Equipment Use for a Twenty-Four (24) Hour Response Time. Hour begins when crew steps on site, no travel time is to be included.		
2.	1 Hour	Rate for a Three-Person Crew (Including Certified Arborist) and Equipment Use for an Emergency One (1) Hour Response Time. Hour begins when crew steps on site, no travel time is to be included.		
Tree Pruning Services Subtotal				\$
Washington State Sales Tax 7.7%				\$
Tree Pruning Services Total				\$

TREE REMOVAL SERVICES

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
1.	1 Hour	Rate for a Three-Person Crew (Certified Arborist Not Required) and Equipment Use for a Twenty-Four (24) Hour Response Time. Hour begins when crew steps on site, no travel time is to be included.		
2.	1 Hour	Rate for a Three-Person Crew (Certified Arborist Not Required) and Equipment Use for an Emergency One (1) Hour Response Time. Hour begins when crew steps on site, no travel time is to be included.		

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
3.	1 Diameter Inch	Stump Grinding per Diameter Inch of Stump		
Tree Removal Services Subtotal				\$
Washington State Sales Tax 7.7%				\$
Tree Removal Services Total				\$

Receipt of the following Addenda is hereby acknowledged:

Addendum No.	Date Received	Signed Acknowledgement
1. _____		
2. _____		
3. _____		

NOTE: Failure to acknowledge receipt of Addenda will render the quotation non-responsive and therefore void. If no addenda received, please mark "none".

The undersigned declares that before preparing their quote, they read carefully the specifications and requirements for bidders and that their quote is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said quote is as stated on these pages. **By signing this page of the quotation, the Contractor acknowledges and agrees to the terms and conditions of each of the forms (the bid bond form must be signed separately), included in the quote documents.**

_____ Authorized Official (Signature)	_____ Date
_____ Print Name of Authorized Official	_____ Title of Authorized Official
_____ Company Name	_____ Telephone Number
_____ Address	_____ City, State, Zip

NOTE:

1. If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
2. If the bidder is a corporation, this proposal must be executed by its duly authorized officials.
3. If no bid is submitted, kindly mark "NO BID" and return to the Procurement Services Department, 610 Esther St, 2nd Floor, PO Box 1995, Vancouver Washington 98668.
4. State sales tax, see Washington State Department of Transportation 2002 Standard Specifications.
5. The City reserves the right to adjust the scope of this work to match available funds.

PERFORMANCE AND PAYMENT BOND

MUST BE ACCOMPAINED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN

KNOW BY ALL MEN BY THESE PRESENTS:

We the undersigned _____ as PRINCIPAL (hereinafter called CONTRACTOR), and _____ a corporation organized and existing under and by virtue of the laws of the state of _____ duly authorized to do surety business in the state of Washington and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to CITY OF VANCOUVER as OBLIGEE (hereinafter called CITY OF VANCOUVER), the amount of _____ Dollars (\$ _____) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with CITY OF VANCOUVER dated _____, 20____, which Contract is hereunto annexed and made a part hereof, for accomplishment of the all contract terms for the project described as follows: _____.

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid contract and having performed its obligations there under and promptly make payments to all persons, firms, subcontractors, corporations and/or others furnishing materials for or performing labor in the prosecution of the Work provided for in the aforesaid contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by CITY OF VANCOUVER to be in default under the Contract Documents for the project described herein, the SURETY shall promptly remedy the default by completing the project in accordance with the Contract Documents and the project Specifications with a contractor approved by the CITY OF VANCOUVER. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for the above described contract are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided

that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

SURETY shall indemnify, defend, and protect the CITY OF VANCOUVER against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to faithfully perform the terms of the contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY OF VANCOUVER or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

SURETY

CONTRACTOR

By: _____

By*: _____

Title: _____

Title: _____

Street Address

Street Address

City State ZIP

City State ZIP

Phone Number

Phone Number

* Must be signed by president or vice-president of Contractor.