

Bid Number <u>50-00145529</u>

## Two (2) Year Contract to Provide Tree Work Throughout Unincorporated Jefferson Parish for the Department of Parkways

Bid Due: August 6, 2024 AT 2:00 PM

## ATTENTION VENDORS!!!

Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and <u>General Terms and Conditions</u>. All bids must be received on the Purchasing <u>Department's eProcurement site, www.jeffparishbids.net</u>, by the bid due date <u>and time. Late bids will not be accepted</u>.

> Jefferson Parish Purchasing Department 200 Derbigny Street General Government Building, Suite 4400 Gretna, LA 70053 Purchasing Specialist II, Mark Buttery Email: <u>MButtery@jeffparish.net</u> Phone: 504-364-2810

## TWO (2) YEAR CONTRACT TO PROVIDE TREE WORK FOR THE JEFFERSON PARISH PUBLIC WORKS DEPARTMENT OF PARKWAYS

The Jefferson Parish Department of Public Works – Parkways (Parkways Department) is soliciting qualified Contractors for a two (2) year contract for tree work (tree removal, stump removal, trimming & pruning, hauling tree debris, termite & insect treatment, and fertilization) to be performed throughout unincorporated Jefferson Parish.

#### LICENSE REQUIREMENTS:

#### Louisiana State Contractor's License

A Louisiana State Contractor's License is required in the following classification:

#### • Specialty: Landscaping, Grading and Beautification

A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid electronic envelope. Failure to comply will cause the bid to be rejected. When submitting the bid electronically, the license number must be entered in the appropriate field in the electronic procurement system. Failure to comply will cause the bid to be rejected.

#### Louisiana Department of Agriculture and Forestry

The Contractor must be licensed and bonded through the Louisiana Department of Agriculture & Forestry by the Louisiana Horticulture Commission, as an **<u>Arborist</u>**, under applicable state law; Act 127 of 1965 as amended by Act 574 of 1974.

In addition, the Contractor, and/or his subcontractor(s) must be currently licensed in the State of Louisiana with each of the following:

- Louisiana Department of Agriculture & Forestry Landscape Horticulturalist License;
- Louisiana Department of Agriculture & Forestry Ground Owner Operator License;
- Louisiana Department of Agriculture & Forestry Category 6: Right of Way and Industrial Certification;
- Louisiana Department of Agriculture & Forestry Category 3: Turf and Ornamental Certification.

# The Contractor must include copies of all required licenses with his bid submission. A copy of the front and back for all licenses is required with the bid submission or the bid response will be deemed non-responsive. These licenses are required to be valid through the contract term.

In providing copies of said licenses, the bidder certifies that any and all required licenses are compliant with all applicable rules and regulations, as promulgated by the issuing authority, governing the issuance and associated use of said Licenses.

#### Jefferson Parish Parkways Department Right-of-Way Licenses

Additionally, the Contractor shall possess a Jefferson Parish Parkways Department Right-of-Way Licenses within five (5) calendar days after signing. The license information can be found at <u>www.jeffparish.net</u> under the Parkways Department. There is a \$35 annual fee for this license made payable to Jefferson Parish Parkways Department. This licensed shall be renewed each year of the contract.

#### BID BOND:

A bid bond in the amount of 5% of bid response is due with the bid submission. An Electronic Bid Bond must be submitted with this bid, through one of the respective clearing houses at www.jeffparish.net or www.centralbidding.com.

#### PERFORMANCE BOND:

A performance bond in the amount of 100% of the contract is required at the signing of the formal contract.

#### PAYMENT BOND:

A payment bond in the amount of 100% of the contract is required at the signing of the formal contract.

#### LIQUIDATED DAMAGES:

The Parkways Department shall have the ability to charge the Contractor for Liquidated Damages for unsatisfactory work. Liquidated Damages may be assessed as outlined below:

#### Unauthorized Tree Removal

Liquidated Damages may be assessed for any unauthorized tree removals. Damage amounts will correspond to the size of the removed tree(s):

1" – 6" Dia.	=	\$1,000.00
7" – 12" Dia.	=	\$2,000.00
13" – 18" Dia.	=	\$3,000.00
19" – 24" Dia.	=	\$4,000.00
25" and Larger Dia.	=	\$5,000.00

Note: Diameter measurement shall be taken from the stump of the removed tree(s).

#### Unapproved Schedule Changes

Scheduling of work is an important part of this contract. Liquidated Damages of two hundred fifty dollars (\$250.00) per calendar day may be assessed for any unapproved schedule changes and/or missed assignments. Agreed upon weather delays shall not warrant Liquidated Damages.

#### Stump Removal

All tree cut downs shall include the removal of the associated stump. Stumps shall be removed within five (5) calendar days of the completed cut down. Liquidated damages of two hundred fifty dollars (\$250.00) per calendar day may be assessed after five (5) calendar days of a stump remaining. Agreed upon weather delays shall not warrant Liquidated Damages.

#### Debris

Work site cleanliness is imperative. The Contractor shall not be allowed to leave any debris at a job site for any reason. Liquidated Damages of two hundred fifty dollars (\$250.00) may be assessed for each calendar day that debris is left at a job site. Intact stumps are not considered debris.

#### Incomplete Work

Once an invoice for a completed work order is received, the Parkways Department will inspect the site (address) to ensure the work was completed as specified. Unsatisfactory work shall be immediately addressed by the Contractor (within 24 hours of notice). Incomplete work will result in the assessment of Liquidated Damages in the amount of fifty dollars (\$50.00) per address.

The Parkways Department will notify the Contractor of any Liquidated damages in writing. Assessed Liquidated Damages shall be deducted from the Contractor's corresponding invoice.

#### WORK LOCATION:

This as-needed contract will encompass all of unincorporated Jefferson Parish including the rights-of-way and public buildings and facilities. Except under special circumstances, no work shall be required within the city limits of Grand Isle, the Town of Jean Lafitte, the City of Kenner, the City of Harahan, the City of Gretna, or the City of Westwego.

#### MINIMUM EQUIPMENT:

The Contractor shall determine the type, and volume, of equipment and labor required to perform tree work as specified in this contract under normal conditions. Tree work must be completed within a certain timeframe (see WORK ASSIGNMENTS). Additionally, tree work must be performed in a safe and professional manner utilizing industry approved equipment and techniques. The Contractor shall evaluate each work order to determine the type of equipment and labor force required for the work. However, in emergency situations (see EMERGENCY WORK), the Contractor must be able to supply a minimum number of equipment and personnel to assist the Parkways Department. Prior to contract execution, the Contractor must proof of ownership and/or lease agreements for the following list of minimum equipment:

- (3) aerial trucks with a minimum 40' reach
- (3) chippers\*
- (3) 25 CY min. covered chipper trucks
- (1) stump grinder\*
- (3) labor crews consisting of a minimum three (3) workers per crew and associated tools and incidentals to professionally provide tree work\*\*

\* Chipper/stump grinder size shall be determined by the Contractor. The Contractor shall have the means to remove any debris from the site that is too large for a chipper. All stump grinding shall be performed in accordance with these specifications (see STUMP GRINDING).

\*\* Prior to issuing the contract, the Contractor shall supply a list of field managers and supervisors displaying all accreditations and years of experience. Each required crew shall be supervised by a Louisiana Department of Agriculture licensed and ISA (International Society of Arboriculture) certified arborist.

Prior to issuing of the contract, the Contractor must show proof of ownership or lease agreements for equipment specified above. All equipment used for work related to this contract shall include the Contractor's name and/or company logo in a clearly visible location.

#### SPECIALTY EQUIPMENT:

At the Contractor's discretion, specialty equipment such as cranes, long reach aerial trucks or other equipment not specified above (see MINIMUM EQUIPMENT) may be utilized to complete work orders. It is not a requirement that specialty equipment be owned or leased by the Contractor. However, the Contractor shall take full responsibility for this equipment and its operation.

#### SUBCONTRACTORS:

All tree and stump work shall be performed by the Contractor. The use of sub-contractors for tree work will not be allowed. However, subcontractors shall be permitted in the use of specialty equipment (see SPECIALTY EQUIPMENT), in the application of chemicals and pesticides (see TREE GROWTH REGULATION, TREE FERTILIZATION, TREE FUNGICIDE TREATMENT, TREE TERMITE TREATMENT and TREE INSECT TREATMENT) and for the removal of bees (see TREE HONEY BEE REMOVAL). The Contractor shall be fully responsible for the actions of any subcontractors.

#### **GENERAL SPECIFICATIONS:**

The contractor shall submit unit prices for a typical, unspecified tree variety, within each of the categories of trees listed on the bid form based on DBH (diameter at breast height).

Contractor agrees to be bound to all applicable provisions of State and Parish laws concerning tree work, as well as policy decisions of the Parkways Department.

Contractor agrees to hold the Parish of Jefferson harmless for all liability that may be incurred under this contract and shall sign a "Hold Harmless" agreement to this effect should it be required by Jefferson Parish.

Unless permission is granted from the Director of Parkways, and with the proper documentation, the Contractor shall not access private property for any tree work.

The Contractor's field supervisors shall have knowledge of the natural habits of all applicable tree species so that their natural crown shapes will be preserved when removing any of the wood (branches, leaders, etc.).

All traffic control, signs, barricades, and signals are the responsibility of the Contractor. Unless prior approval is given from the Parkways Department, the Contractor shall not block more than one lane of traffic when performing his work. The Contractor shall be allowed to block a lane of travel and/or sidewalk along residential streets as needed for his work. The Contractor must provide a minimum of 72 hours' notice to the Parkways Department prior to blocking any lanes and/or sidewalks along commercial corridors. All removed wood, brush and debris shall be hauled away on the same day that it is cut. No material resulting from tree work operations may be deposited on Jefferson Parish property. Dump fees, if applicable, are the responsibility of the Contractor.

All loads of debris must be covered and tied down with tarpaulins, or equal, when transported on public streets in accordance to the applicable State and Parish laws and Paragraph 5.6.2 of the ANSI Standard.

Spurs or climbing irons cannot be used on any Parish trees unless approved, in writing, by the Director of Parkways, or his representative.

Denatured alcohol, bleach or anti-freeze can be used for the sterilization of cutting tools. Any other sterilization methods must be approved, in writing, by the Director of Parkways or his representative. When pruning palms, sterilization is required after pruning each palm.

The Contractor shall be responsible to repair any damage to the right-of-way and/or private property as a result of his operations. This includes, but is not limited to, sidewalks, driveways, and decorative flatwork. The Contractor shall fill any holes, indentions and/or ruts with batture sand leaving a smooth surface with positive drainage toward the roadway. Depending on the severity of the turf damage, the Contractor may be required to install in-kind sod to make proper repairs.

The use of brand names and/or manufacturers within these specifications is to establish a baseline of expected quality. As-equal products shall be presented to the Parkways Department for prior approval prior to use.

#### TREE TRIMMING / PRUNING:

Pruning is defined by the National Arborist Association to be "Class II-Medium Pruning". All work shall be done according to the rules of the arboricultural practices as set forth the publications "Standards for Pruning Shade Trees", (Published by the National Arborist Association, 1750 Old Meadow Road, Mclean, Virginia 22101) and "Safety Requirements for Tree Pruning, Trimming, Repairing or Removal" (ANSI-Z122,1) Published by American National Standards Institute, Incorporated, 1430 Broadway, New York, New York 10018.

In no instance will topping be employed on any tree, but rather directional pruning and drop-crotching. Safety requirement of ANSI, Section 5, 8 and 9 (exclusive of paragraphs of sections expressly deleted) shall regulate the work.

Pruning heights will be included on the work order for each tree. Parkways Department standard pruning height for truck and parade routes is a minimum of eighteen (18) feet above the centerline of the roadway, unless stated differently on the work order. Parkways Department standard pruning height for residential streets is a minimum of fourteen (14) feet above the centerline of the roadway, unless stated differently on the work order. Parkways Department standard pruning height for sidewalks is a minimum of seven (7) feet, unless stated differently on the work order. Parkways Department standard pruning height over and near residential structures is a minimum of ten (10) feet, unless stated differently on the work order. Branches rubbing on roofs or sides of houses should be removed entirely, if possible, to the main trunk or principal lateral, in such a way that at least a ten (10) foot clearance between the tree and the house is provided.

Branches damaged by vehicles are to be removed to a substantial lateral branch that will project future growth in the proper direction without weakening the branch per the direction of the Parkways Department.

Branches interfering with street lights and traffic signals should be trimmed to provide for a minimum of five (5) feet of clearance around the light. The traffic signals are to be visible by motorists for at least one hundred fifty feet (150') away from any given traffic signal.

All cuts shall be made leaving the branch collar intact. No stubbing of branches is allowed. Either the branch must be pruned entirely, or cut off to a substantial lateral. Tearing, ripping, or pulling of branches is prohibited. Only hand saws, gas or battery powered saws or tools, pole saws or pruners are to be used to make cuts.

All hazardous, dead, fungus or insect infested branches one inch (1") diameter and larger shall be cut off at a crotch so that healthy tissue surrounds the final cut. If it is not possible to cut without stubbing a branch, the entire branch must be removed or cut back to a substantial lateral branch that will project future growth in the proper direction without weakening the branch. All limbs exceeding one inch (1") in diameter must be precut to prevent splitting. All branches three and one half inches (3-1/2"), or larger, should be lowered to the ground by ropes after being cut.

Suckers, water sprouts and/or vines that originate either on the trunk and major branches or are growing from the root system shall be removed flush with the main stems or with the ground.

Wires, cables, metal objects and other structures embedded in or girdling branches are to be removed during the course of this work, to the greatest extent possible. Any problems caused by utility lines, such as wire embedded into a tree, should be reported to the Director of Parkways or his representative. The Jefferson Parish Parkways Department will then report any utility problems to the correct system owner.

Pruning instructions shall come from Jefferson Parish only. In no instance shall a citizen, renter or property owner dictate any pruning practices.

#### HAZARDOUS LIMB REMOVAL:

Hazardous limb removal shall typically refer to the removal of an individual limb or branch that has been determined to pose a danger of falling out of a tree and causing injury and/or damage. Pricing for hazardous limb removal shall be made per each and will be based on the average diameter of the limb. In addition to removing the hazardous limb, the Contractor shall make a clean, proper, cut at the point of connection from where the hazardous limb was growing on the tree. Hazardous limb removal shall include disposal of all debris generated from the work.

#### TREE REMOVAL:

All tree removal shall include stump removal (see GRINDING). The Contractor shall determine the type, size and quantity of equipment required for a safe removal. All tree debris shall be removed from the job site the same day in which it is cut. The Contractor shall immediately notify the Parkways Department of any instance where the work cannot be complete once started (weather delays, equipment malfunction, etc.).

In the event that a tree is uprooted, removal shall include complete removal of all above grade root mass. Depending on the uprooted tree, stump grinding may or may not be required. No above grade roots shall be left at the site once the uprooted tree is removed. The Contractor shall not be required to fill the site of uprooted trees.

#### EMERGENCY WORK:

Emergency work may include tree trimming/pruning, hazardous limb removal, tree removal and stump grinding.

Emergency work may be required at any time. In non-named storm situations, or named storms not requiring mandatory evacuation of Jefferson Parish, the Contractor shall be able to provide a minimum of one (1) three (3) man crew and associated equipment to the emergency work site address within two (2) hours of notification from the Parkways Department, with the ability to deploy the second and third crew, as needed, within four (4) hours of notification.

#### STUMP GRINDING:

Stump grinding and removal of all stumps which result from tree removal shall occur within five (5) calendar days from the date that the tree was removed\*. Any exceptions to this five (5) day requirement must be approved in writing by the Parkways Department. Stumps and visible surface roots must be ground to a minimum of six inches (6") below the lowest point of the surrounding grade. Additionally, the Contractor shall remove all surface roots to ensure a smooth and level surrounding grade adjacent to the main stump that is to be ground Upon conclusion of the stump grinding, all resulting holes, indentations, and ruts shall be back filled with batture sand by the Contractor so that the work site conforms in elevation to the surrounding existing grade. Moreover, any wood chips, sawdust, etc. shall be removed from the work site by the Contractor immediately upon conclusion of his work and the street/sidewalk shall be broom swept clean.

The Contractor shall be responsible for having both private and public utilities located prior to performing stump grinding. Any damage resulting from stump grinding shall be the responsibility of the Contractor.

Subcontracting of stump grinding is prohibited.

#### \*The time frame of required stump grinding during declared emergencies is waived.

Separate bid items for Stump Grinding are included with this bid. These line items shall be used in the event that a right-of-way tree is removed by an agency other than the Contractor. Pricing shall correlate to the top diameter of the exposed stump.

#### TREE GROWTH REGULATOR:

As requested by the Parkways Department, the Contractor shall apply the tree growth regulator Cambistat®, or an approved equal. Cambistat® shall be applied in accordance with the manufacturer's label for right-of-way applications regarding tree species, timing, and dosage rates. All Cambistat® applications shall be performed via calibrated injection. No drenching shall be allowed.

Tree growth regulator pricing shall be made based on DBH only. Final application rates shall be approved by the Jefferson Parish Parkways Department based on the specified tree. Tree growth regulator pricing shall include all products, tools, equipment, and labor.

#### TREE ROOT AERATION:

As requested by the Parkways Department, tree root aeration may be required of various trees. Tree root aeration shall be bid with unit prices based of tree size and with/without aerating pellets. Aeration shall occur by drilling (soil auger, drill, or air spade)  $2^{\circ}$  -  $3^{\circ}$  diameter holes at a depth of  $8^{\circ}$  -  $12^{\circ}$  in concentric circles around the tree. The drilled holes shall be  $2^{\circ}$  -  $3^{\circ}$  apart. The first circle shall expend out roughly  $3^{\circ}$  from the base of the tree. Additional circles shall be drilled every  $2^{\circ}$  -  $3^{\circ}$  past the first circle. Aeration holes shall extend to the edge of the dripline. Once all of the holes are drilled, and any products applied (see TREE FERTILIZATION), backfill the holes with peat moss, sand, and organic topsoil mixture.

In some instances, the Parkways Department may require granular broadcast products be applied in conjunction with aeration. The Contractor shall utilize the bid item for aeration and the bid item for any chemical products.

#### TREE FERTILIZATION:

As requested by the Parkways Department, the Contractor shall be required to apply various types of tree fertilization such as organic, inorganic and water soluble. All fertilization applications shall be in accordance with the manufacturer's specifications with regards type of application, rate, and timing. All products listed by trade name/and or manufacturers are done so as a basis for minimum quality. As-equal products must be approved by the Parkways Department. Anticipated products and applications methods are as follows:

Fertilizer	Application Method
Fertilization Program 1 Mycor (mycorrhizae) only	Liquid deep root injection
<b>Fertilization Program 2</b> Mycor (mycorrhizae) + 30-0-0 Slow Release + 0-20-20	Liquid deep root injection
<b>Fertilization Program 3</b> Mycor (mycorrhizae) + 20-0-0 Slow Release + 0-15-30	Liquid deep root injection
Fertilization Program 4 30-0-0 Slow Release + 0-20-20	Liquid deep root injection

All applications and rates shall be in accordance with the manufacturer's label. At the discretion of Jefferson Parish, application rates may be reduced. All tree fertilization pricing shall be bid with unit prices reflecting the full rate. As-equal products must be approved by the Parkways Department before use.

#### HARDWOOD MULCH:

As requested by the Parkways Department, the Contractor shall supply and install bulk hardwood mulch under the dripline(s) of various trees. The depth of mulch placement will typically be 3" - 4". Hardwood mulch shall consist of shredded hardwood material such as oak, ash, elm, hickory, and maple. The processed final product should yield individual wood pieces 2" long or shorter and may consist of a variety of hardwood species. All mulch shall be dark brown in color and be free of weeds, trash, and debris. When applying mulch, the top of the root flare should be exposed so that mulch is not mounded around the base of the tree.

Pricing for hardwood mulch shall be per cubic yard and shall include all products, freight, and labor for installation. The minimum Purchase Order to be issued for hardwood mulch by the Parkways Department mulch shall be 10 cubic yards.

#### TREE FUNGICIDE TREATMENT:

As requested by the Parkways Department, fungicide treatment of various trees may be required. Bid pricing shall be based on the product and the size of the tree. The bid form includes a line item for the Contractor to provide and apply BASF Pageant® Intrinsic fungicide.

All fungicide applications shall be in accordance with the manufacturer's label. At the discretion of Jefferson Parish, the application rate may be reduced. All tree fungicide treatment pricing shall be bid with unit prices reflecting the full rate. As-equal products must be approved by the Parkways Department before use.

#### TREE TERMITE TREATMENT:

As requested by the Parkways Department, termite treatment of various trees may be required. Bid pricing shall be based on the product/application type and the size of the tree. The bid form includes line items for the Contractor to provide and apply either BASF Termidor® SC, Control Solutions, Inc. Taurus® SC or an approved equal fipronil based barrier applied termiticide. Additionally, the bid form includes line items for the Contractor to provide and apply Bayer Premise WP or an approved equal non-repellent termiticide.

All termiticide applications shall be in accordance with the manufacturer's label. The Contractor shall check the tree for honey bees prior to application (see TREE HONEY BEE REMOVAL). At the discretion of Jefferson Parish, the application rates may be reduced. All tree termite treatment pricing shall be bid with unit prices reflecting the full rate. As-equal products must be approved by the Parkways Department before use.

If re-infestation of a treated tree occurs within one (1) year of the initial application, the Contractor shall be required to retreat the tree at no charge to the Parkways Department.

#### TREE INSECT TREATMENT:

As requested by the Parkways Department, insect control in various trees may be required. Bid pricing shall be based on the product and the size of the tree. The bid form includes line items for the Contractor to provide and apply Bayer Tempo® SC Ultra, Bayer Merit® 2F, Zoecon Malathion, Syngenta Acelepryn® or an approved equal insecticide. Common targeted pests include bag worms, buck moth caterpillars, tussock caterpillars and hornets/wasps.

All insecticide applications shall be in accordance with the manufacturer's label. The Contractor shall check the tree for honey bees prior to application (see TREE HONEY BEE REMOVAL). At the discretion of Jefferson Parish, the application rates may be reduced. All tree insect treatment pricing shall be bid with unit prices reflecting the full rate. As-equal products must be approved by the Parkways Department before use.

#### TREE HONEY BEE REMOVAL:

As requested by the Parkways Department, honey bee removal in various trees may be required. Bid pricing for honey bee colony removal shall be priced per tree. Honey bee removal shall be performed by an experienced beekeeper in a manner to safely relocate the colony an offsite apiary. Eradication of a honey bee colony must be approved by the Parkways Department.

The Contractor shall check trees for honey bees prior to any termiticide and/or insecticide applications. Any discovered honey bees shall be properly removed from the tree(s) prior to application.

Pricing for honey bee removal shall be per tree. Pricing shall include all labor, tools, incidentals, and travel costs. Pricing shall also include any costs associated with relocating the hive.

#### SOIL SAMPLES:

As requested by the Parkways Department, soil samples for testing may be required. Soil samples shall be advanced (golf course) samples with micronutrients and/or herbicide detection. Pricing shall be made per test and may include actual soil samples from multiple tree locations within the same vicinity. Soil sample pricing shall include all tools, labor, and standard freight to Spectrum Analytic or other approved private lab. In the event of herbicide testing, the provided unit pricing shall be used for each required test, as directed by the Parkways Department. Pricing shall be per each.

#### LEAF TISSUE SAMPLES:

As requested by the Parkways Department, leaf tissue samples for testing may be required. Leaf tissue samples may be required for the detection of disease, insects and/or herbicide. Leaf tissue sample pricing shall include all tools, labor and second day air freight to Spectrum Analytic or other approved private lab. In the event of herbicide testing, the provided unit pricing shall be used for each required test, as directed by the Parkways Department. Pricing shall be per each.

#### WORK ASSIGNMENTS:

All work orders shall be provided to the Contractor in writing. Work orders shall include the date, species, location(s), size, class, work description, the unit price per tree and total dollar amount for all work. All work orders submitted to the Contractor shall be referenced using a municipal address unless special instructions state otherwise on the work order. If the contractor is not certain which tree(s) the work order is referring to, he should contact the Director of Parkways or his representative prior to beginning any work at that address. The Contractor will not be paid for any tree the work that is not specified on the work order and will be assessed liquidated damages for removal of an unspecified tree (see LIQUIDATED DAMAGES). Work orders will be sent via e-mail and/or hand delivered to the Contractor by a Parkways Department representative. The Contractor shall review each work order and then contact the Parkways Department with any questions prior to the start of work. Once the Contractor reviews all work orders, he shall sign and date them as acknowledgement of his receipt and understanding of the specified work.

Multiple works orders may be submitted to the Contractor at one time. If multiple work orders are provided, The Parkways Department will note the order of priority for the assigned addresses. The Contractor shall complete the work orders within a timely fashion. The allowable working days shall begin on the date that the work order is issued to the Contractor. See the below chart for expected work order completion schedules:

Number of Work Orders Issues	Allowable Working Days
1 – 5 Works Orders	10 Calendar Days
6 – 10 Work Orders	15 Calendar Days
11 – 15 Work Orders	20 Calendar Days
16 – 20 Works Orders	25 Calendar Days

Failure to complete work orders within the allowable working days may result in liquidated damages (see LIQUIDATED DAMAGES).

Typically, one address will be associated with each work order. There may be multiple trees at an address, but only one work order will be issued for that address. In the event that a work order includes multiple trees within a stretch of median, the allowable working days will be modified, as needed, by the Parkways Department.

#### WORKING HOURS:

The Contractor shall be allowed to perform his work during the normal business hours of 7:00 AM and 6:00 PM. Any holiday and/or weekend work must receive written approval from the Parkways Department. Emergency work is excluded (see EMERGENCY WORK).

#### **INVOICING:**

The contractor shall only submit invoices for completed work. Invoicing for incomplete, or partially complete, work may result in a penalty (see LIQUIDATED DAMAGES). Invoices shall be submitted to the Department of Parkways, 1901 Ames Blvd., Marrero, LA 70072, attn. Heta Babin. If upon inspection, any property damages are discovered as a direct result of the contractor's work, all remediation shall be complete before the invoice will be processed.

#### ADDITIONAL REPAIR AND/OR REPLACEMENT:

Any additional repair and/or replacement, up to \$5,000.00 will require Director approval.

#### SAFETY:

The contractor shall be responsible for ensuring that his operations are performed in a safe manner. This includes, but is not limited to, pedestrian and vehicular access, equipment operation and employee and site safety. All work shall conform to the latest guidelines of OSHA, Louisiana DOTD, Jefferson Parish, and any other applicable agency.

The Contractor shall ensure that all vehicles and equipment have the company name and/or logo clearly displayed. All field employees shall wear high visibility clothing that clearly displays the company name and/or logo.

The Contractor must have a system in place to handle any public claims for damage against his work. The Contractor shall notify the Parkways Department, in writing, of any damage that occurs as a result of his tree work. Notification shall include the date, time, location, description of the damage, person(s) notified of the damage. All costs associated with repair and/or replacement shall be borne by the Contractor.

The contractor shall notify all public service utilities to resolve conflicts concerning their property. Paragraph 4.1.2 of the ANSI Standards shall apply specifically.

The Contractor shall always maintain a professional work zone. The use of drugs or alcohol is prohibited while working on parish property. Confrontation with citizens and/or Jefferson Parish personnel will not be tolerated. Soliciting and performing private work while working on Jefferson Parish trees is prohibited. Failure to maintain a professional work zone, or fraudulent activities, may result in the termination of the contract and possible legal ramifications.

## **Bid Bond**

An Electronic Bid Bond must be submitted with this bid, through one of the respective clearing houses at <u>www.jeffparish.net</u> or <u>www.centralbidding.com</u>. To access the bonding companies on Central Bidding, hover over the "Central Bidding" link at the top of the page and select the "Bid Bonds" link.

The electronic bid bond number is to be placed in the required section listed on the standard envelope. Scanned copies of bid bonds will not be accepted with your submission.



DATE: 7/3/2024 BID NO.: 50-00145529

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## **JEFFERSON PARISH**

PURCHASING DEPARTMENT P.O. BOX 9 GRETNA, LA. 70054-0009 504-364-2678

PURCHASING SPECIALIST: MBUTTERY@jeffparish.net

BIDS WILL BE RECEIVED ONLINE VIA WWW.JEFFPARISHBIDS.NET UNTIL 2:00 PM, 8/06/2024 AND PUBLICLY OPENED THEREAFTER IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053. At no charge, bidders are to submit via Jefferson Parish's electronic procurement page by visiting www.jeffparishbids.net to register for this free site. Additional instructions are included in the text box highlighting electronic procurement.

#### LATE BIDS WILL NOT BE ACCEPTED

#### NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2620(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE.

#### INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 136353 and/or Resolution No. 141125 as amended.

Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission, warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from http://purchasing.jeffparish.net and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.

Bidders should submit all questions in writing via email to the Purchasing Specialist's email address as indicated above, no later than Five (5) working days prior to the bid opening. Bid numbers should be mentioned in all requests. If submitting online, vendors may send questions via the E-Procurement site no later than Five (5) working days prior to the bid opening.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum. Please note that all official communication will be expressed in the form of an addendum.

#### Visit our website at HTTP://PURCHASING.JEFFPARISH.NET

#### DATE: 7/3/2024

#### BID NO.: 50-00145529

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All formal Addenda require written acknowledgement on the bid form by the bidder. Failure to acknowledge any Addendum on the bid form shall cause the bid to be rejected. JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.

A corporate resolution or written evidence of the individual signing the bid having such authority must be submitted with the bid. Failure to comply will cause bid to be rejected. For corporate entities, such written evidence may be a printout of the Louisiana Secretary of State's website listing the signatory as an officer. Such printout shall be included with the bid submission. Bids submitted by Owners or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. This documentation must be submitted with the bid. Failure to do so will result in bid rejection.

NOTE: A sample corporate resolution can be downloaded from our website http://purchasing.jeffparish.net or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website http://purchasing.jeffparish.net or you may provide your own document.

#### INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

A. AWARD OF CONTRACT: JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE. SPLIT AWARDS MADE TO SEVERAL VENDORS WILL ONLY BE GRANTED TO THOSE DEEMED RESPONSIVE AND RESPONSIBLE.

All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsive and responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)

PREFERENCE: Unless federal funding is directly spent by Jefferson Parish for this purchase, preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA – R.S. 38:2251-2261"

B. USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

C. CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and local taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).

BID NO.: 50-00145529

#### INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

#### IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online. This is a secure site and authorized personnel have limited read access only. Bidders are to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at www.jeffparishbids.net to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at http://purchasing.jeffparish.net.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 136353 or 141125 as amended. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at http://purchasing.jeffparish.net and clicking on Online Forms.

## ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

## 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 15

- All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
- 2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
- 3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.

#### INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

- 4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid electronic envelope. Failure to comply will cause the bid to be rejected. When submitting the bid electronically, the license number must be entered in the appropriate field in the electronic procurement system. Failure to comply will cause the bid to be rejected.
- 5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
- 6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precaution must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
- 7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
- 8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
- 9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
- 10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Failure to comply with this instruction will result in bid rejection.
- 11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. All sureties must be in original format (no copies) When submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
- 12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
- 13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
- 14. PUBLIC WORKS BIDS Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

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#### INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA – RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted as per the appendix instructions. Failure to submit applicable certifications per the appendix instructions will result in bid rejection.

17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which is permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment."). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(8)(c). Owner will furnish to contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment, and report to Owner the amount of taxes not incurred.

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission: and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

BID NO.: 50-00145529

#### All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

¥50	
YES	NO

MAXIMUM ESCALATION PERCENTAGE REQUESTED \_\_\_\_\_%

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF \_\_\_\_\_\_.

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

#### **DELIVERY: FOB JEFFERSON PARISH**

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable)

#### THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME:		
ADDRESS:		
CITY, STATE:	ZIP:	
TELEPHONE: ( )	FAX: (	)
EMAIL ADDRESS:		
In the event that addenda are issued with this bid, bidders MUST acknow acknowledge receipt of an addendum on the bid form by placing the ad any addendum on the bid form will result in bid rejection.		denda on the bid form.Bidder must iber as indicated. Failure to acknowledge
Acknowledge Receipt of Addenda: NUMBER:		
NUMBER:		
NUMBER:		
NUMBER:		
TOTAL PRICE OF ALL BID ITEMS: \$		
AUTHORIZED SIGNATURE:		
TITLE:		Printed Name

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

#### BID NO.: 50-00145529

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			Two (2) Year Contract to Provide Tree Work Throughout Unincorporated Jefferson Parish for the Department of Parkways		
1	1.00	EA	0010 TREE TRIMMING / PRUNING < 10 INCH DBH	\$	\$\$
2	1.00	EA	0020 TREE TRIMMING / PRUNING 10 INCH - 15 INCH DBH	\$	\$\$
3	1.00	EA	0030 TREE TRIMMING / PRUNING 16 INCH - 21 INCH DBH	\$	\$
4	1.00	EA	0040 TREE TRIMMING / PRUNING 22 INCH - 27 INCH DBH	\$	\$\$
5	1.00	EA	0050 TREE TRIMMING / PRUNING 28 INCH - 33 INCH DBH	\$	\$\$
6	1.00	EA	0060 TREE TRIMMING / PRUNING 34 INCH - 39 INCH DBH	\$	\$\$
7	1.00	EA	0070 TREE TRIMMING / PRUNING 40 INCH - 45 INCH DBH	\$	\$\$
8	1.00	EA	0080 TREE TRIMMING / PRUNING 46 INCH - 51 INCH DBH	\$	\$\$
9	1.00	EA	0090 TREE TRIMMING / PRUNING >51 INCH DBH	\$	\$\$
10	1.00	EA	0100 HAZARDOUS LIMB REMOVAL < 3 INCH AVERAGE DIAMETER	\$	\$\$
11	1.00	EA	0110 HAZARDOUS LIMB REMOVAL 3 INCH - 6 INCH AVERAGE DIAMETER	\$	\$\$
12	1.00	EA	0120 HAZARDOUS LIMB REMOVAL > 6 INCH AVERAGE DIAMETER	\$	\$\$

#### DATE: 7/3/2024

#### **INVITATION TO BID FROM JEFFERSON PARISH - continued**

#### BID NO.: 50-00145529

#### SEALED BID

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ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
13	1.00	EA	0130 TREE REMOVAL < 10 INCH DBH	\$	\$
14	1.00	EA	0140 TREE REMOVAL 10 INCH - 15 INCH DBH	\$	\$
15	1.00	EA	0150 TREE REMOVAL 16 INCH - 21 INCH DBH	\$	\$\$
16	1.00	EA	0160 TREE REMOVAL 22 INCH - 27 INCH DBH	\$	\$\$
17	1.00	EA	0170 TREE REMOVAL 28 INCH - 33 INCH DBH	\$	\$\$
18	1.00	EA	0180 TREE REMOVAL 34 INCH - 39 INCH DBH	\$	\$\$
19	1.00	EA	0190 TREE REMOVAL 40 INCH - 45 INCH DBH	\$	\$\$
20	1.00	EA	0200 TREE REMOVAL 46 INCH - 51 INCH DBH	\$	\$\$
21	1.00	EA	0210 TREE REMOVAL > 51 INCH DBH	\$	\$\$
22	1.00	EA	0220 STUMP GRINDING < 30 INCH DIAMETER SEPARATE FROM TREE REMOVAL	\$	\$\$
23	1.00	EA	0230 STUMP GRINDING > 29 INCH DIAMETER SEPARATE FROM TREE REMOVAL	\$	\$\$
24	1.00	EA	0240 TREE GROWTH REGULATOR < 30 INCH DBH	\$	\$\$
25	1.00	EA	0250 TREE GROWTH REGULATOR > 29 INCH DBH	\$	\$\$
26	1.00	EA	0260 TREE ROOT AERATION < 30 INCH DBH	\$	\$\$
27	1.00	EA	0270 TREE ROOT AERATION > 29 INCH DBH	\$	\$\$

#### BID NO.: 50-00145529

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ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
28	1.00	EA	0280 TREE FERTILIZATION < 30 INCH DBH PROGRAM 1	\$	\$\$
29	1.00	EA	0290 TREE FERTILIZATION > 29 INCH DBH PROGRAM 1	\$	\$\$
30	1.00	EA	0300 TREE FERTILIZATION < 30 INCH DBH PROGRAM 2	\$	\$\$
31	1.00	EA	0310 TREE FERTILIZATION > 29 INCH DBH PROGRAM 2	\$	\$\$
32	1.00	EA	0320 TREE FERTILIZATION < 30 INCH DBH PROGRAM 3	\$	_\$
33	1.00	EA	0330 TREE FERTILIZATION > 29 INCH DBH PROGRAM 3	\$	\$
34	1.00	EA	0340 TREE FERTILIZATION < 30 INCH DBH PROGRAM 4	\$	\$
35	1.00	EA	0350 TREE FERTILIZATION > 29 INCH DBH PROGRAM 4	\$	\$
36	1.00	EA	0360 HARDWOOD MULCH	\$	\$
37	1.00	EA	0370 TREE FUNGICIDE TREATMENT < 30 INCH DBH / BASF PAGEANT INTRINSIC LIQUID FUNGICIDE FULL RATE	\$	\$
38	1.00	EA	0380 TREE FUNGICIDE TREATMENT > 29 INCH DBH / BASF PAGEANT INTRINSIC LIQUID	\$	\$\$
39	1.00	EA	FUNGICIDE FULL RATE 0390 TREE TERMITE TREATMENT < 30 INCH	\$	\$\$
			DBH / BASF TERMIDOR SC LIQUID TERMITICIDE FULL RATE		

#### BID NO.: 50-00145529

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ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
40	1.00	EA	0400 TREE TERMITE TREATMENT > 29 INCH DBH / BASF TERMIDOR SC LIQUID	\$	\$\$
			TERMITICIDE FULL RATE		
41	1.00	EA	0410 TREE TERMITE TREATMENT < 30 INCH DBH / CONTROL SOLUTIONS TAURUS SC LIQUID	\$	\$\$
			TERMITICIDE FULL RATE		
42	1.00	EA	0420 TREE TERMITE TREATMENT > 29 INCH DBH / CONTROL SOLUTIONS TAURUS SC LIQUID	\$	\$\$
			TERMITICIDE FULL RATE		
43	1.00	EA	0430 TREE TERMITE TREATMENT < 30 INCH DBH / BAYER PREMISE WP FOAM TERMITICIDE	\$	\$\$
			FULL RATE		
44	1.00	EA	0440 TREE TERMITE TREATMENT > 29 INCH DBH / BAYER PREMISE WP FOAM TERMITICIDE	\$	\$\$
			FULL RATE		
45	1.00	EA	0450 TREE INSECT TREATMENT < 30 INCH DBH BAYER TEMPO LIQUID INSECTICIDE FULL RATE	\$	\$
46	1.00	EA	0460 TREE INSECT TREATMENT > 29 INCH DBH BAYER TEMPO LIQUID INSECTICIDE FULL RATE	\$	\$\$
47	1.00	EA	0470 TREE INSECT TREATMENT < 30 INCH DBH BAYER MERIT 2F LIQUID INSECTICIDE FULL	\$	\$
			RATE		
48	1.00	EA	0480 TREE INSECT TREATMENT > 29 INCH DBH BAYER MERIT 2F LIQUID INSECTICIDE FULL	\$	\$\$
			RATE		
49	1.00	EA	0490 TREE INSECT TREATMENT < 30 INCH DBH ZOECON MALATHION LIQUID INSECTICIDE FULL	\$	\$\$
			RATE		
50	1.00	EA	0500 TREE INSECT TREATMENT > 29 INCH DBH ZOECON MALATHION LIQUID INSECTICIDE FULL	\$	\$\$

#### BID NO.: 50-00145529

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ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			RATE		
51	1.00	EA	0510 TREE INSECT TREATMENT < 30 INCH DBH SYNGENTA ACELEPRYN LIQUID IINSECTICIDE	\$	\$\$
			FULL RATE		
52	1.00	EA	0520 TREE INSECT TREATMENT > 29 INCH DBH SYNGENTA ACELEPRYN LIQUID INSECTICIDE	\$	\$\$
			FULL RATE		
53	1.00	EA	0530 TREE HONEY BEE REMOVAL	\$	\$\$
54	1.00	EA	0540 SOIL SAMPLE (GOLF COURSE SAMPLE) (NUTRIENTS)	\$	\$\$
55	1.00	EA	0550 SOIL SAMPLE (CONTAMINANTS/PESTICIDE DETECTION)	\$	\$\$
56	1.00	EA	0560 LEAF TISSUE SAMPLE	\$	\$\$
57	1.00	EA	0570 EMERGENCY TREE TRIMMING / PRUNING < 10 INCH DBH	\$	\$\$
58	1.00	EA	0580 EMERGENCY TREE TRIMMING / PRUNING 10 INCH - 15 INCH DBH	\$	\$\$
59	1.00	EA	0590 EMERGENCY TREE TRIMMING / PRUNING 16 INCH - 21 INCH DBH	\$	\$\$
60	1.00	EA	0600 EMERGENCY TREE TRIMMING / PRUNING 22 INCH - 27 INCH DBH	\$	\$
61	1.00	EA	0610 EMERGENCY TREE TRIMMING / PRUNING 28 INCH - 33 INCH DBH	\$	\$\$
62	1.00	EA	0620 EMERGENCY TREE TRIMMING / PRUNING 34 INCH - 39 INCH DBH	\$	\$\$

#### BID NO.: 50-00145529

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ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
63	1.00	EA	0630 EMERGENCY TREE TRIMMING / PRUNING 40 INCH - 45 INCH DBH	\$	\$\$
64	1.00	EA	0640 EMERGENCY TREE TRIMMING / PRUNING 46 INCH - 51 INCH DBH	\$	\$\$
65	1.00	EA	0650 EMERGENCY TREE TRIMMING / PRUNING > 51 INCH DBH	\$	\$\$
66	1.00	EA	0660 EMERGENCY HAZARDOUS LIMB REMOVAL < 3 INCH AVERAGE DIAMETER	\$	\$\$
67	1.00	EA	0670 EMERGENCY HAZARDOUS LIMB REMOVAL 3 INCH - 6 INCH AVERAGE DIAMETER	\$	\$\$
68	1.00	EA	0680 EMERGENCY HAZARDOUS LIMB REMOVAL > 6 INCH AVERAGE DIAMETER	\$	\$\$
69	1.00	EA	0690 EMERGENCY TREE REMOVAL < 10 INCH DBH	\$	\$\$
70	1.00	EA	0700 EMERGENCY TREE REMOVAL 10 INCH - 15 INCH DBH	\$	\$\$
71	1.00	EA	0710 EMERGENCY TREE REMOVAL 16 INCH - 21 INCH DBH	\$	\$\$
72	1.00	EA	0720 EMERGENCY TREE REMOVAL 22 INCH - 27 INCH DBH	\$	\$\$
73	1.00	EA	0730 EMERGENCY TREE REMOVAL 28 INCH - 33 INCH DBH	\$	\$\$
74	1.00	EA	0740 EMERGENCY TREE REMOVAL 34 INCH - 39 INCH DBH	\$	\$\$
75	1.00	EA	0750 EMERGENCY TREE REMOVAL 40 INCH - 45 INCH DBH	\$	\$

#### DATE: 7/3/2024

#### INVITATION TO BID FROM JEFFERSON PARISH - continued

#### BID NO.: 50-00145529

#### SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
76	1.00	EA	0760 EMERGENCY TREE REMOVAL 46 INCH - 51 INCH DBH	\$	\$
77	1.00	EA	0770 EMERGENCY TREE REMOVAL >51 INCH DBH	\$	\$\$
78	1.00	EA	0780 NON-BIDDABLE LINE ITEM THIS LINE ITEM IS FOR USE DURING THE CONTRACT TERM FOR ANY ADDITIONAL REPAIR AND/OR REPLACEMENT NOT INCLUED ON THE INCIDENTAL LINE ITEMS. UP TO \$10,000.00 WITH DIRECTOR APPROVAL	\$	\$

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## Non-Public Works Bid Affidavit Instructions

- Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.
- Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.
- Affidavit must be notarized or the affidavit will not be accepted.
- Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.
- Affiant MUST select either A or B when required or the affidavit will not be accepted.
- Affiants who select choice A must include an attachment or the affidavit will not be accepted.
- If both choice A and B are selected, the affidavit will not be accepted.
- Affidavit marked N/A will not be accepted.
- It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.

Instruction sheet may be omitted when submitting the affidavit

### **Non-Public Works Bid**

## AFFIDAVIT

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally came and appeared:

\_\_\_\_\_, (Affiant) who after being by me duly sworn, deposed and said that

he/she is the fully authorized \_\_\_\_\_\_ of \_\_\_\_\_ (Entity),

the party who submitted a bid in response to Bid Number \_\_\_\_\_, to the Parish of

Jefferson.

Affiant further said:

Campaign Contribution Disclosures

## (Choose A or B, if option A is indicated please include the required

## attachment):

Choice A	<ul> <li>Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.</li> </ul>
Choice B	there are <u>NO</u> campaign contributions made which would require disclosure under Choice A of this section.

## <u>Debt Disclosures</u> (Choose A <u>or</u> B, if option A is indicated please include the required

## attachment):

Choice A	Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.
Choice B	There are <b>NO</b> debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

[The remainder of this page is intentionally left blank.]

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Signature of Affiant

Printed Name of Affiant

## SWORN AND SUBSCRIBED TO BEFORE ME

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_.

Notary Public

Printed Name of Notary

Notary/Bar Roll Number

My commission expires \_\_\_\_\_\_.

## CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_\_\_\_\_\_, INCORPORATED, DULY NOTICED AND HELD ON \_\_\_\_\_\_\_, A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED THAT \_\_\_\_\_\_\_, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

> I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.

### SECRETARY-TREASURER

DATE

## STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 113646 or No. 113647, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the **Invitation to Bid**. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-bycase basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date. Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. Failure to comply will cause bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish**, **its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

## JEFFERSON PARISH REQUIRED STANDARD INSURANCE

## ☑ WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

Note: If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

## ☑ <u>COMMERCIAL GENERAL LIABILITY</u>

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

## ☑ COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

Note: This category may be omitted if bidders do not/will not utilize company vehicles for the project or do not possess company vehicles. Bidder must request an automobile insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

**DEDUCTIBLES** - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

## UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

## FOR CONSTRUCTION AND RENOVATION PROJECTS:

The following are required if selected below. Such insurance is due upon contract execution.

## OWNER'S PROTECTIVE LIABILITY

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

## BUILDER'S RISK INSURANCE

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.