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PHYSICAL LOCATION

Montgomery County
Administrative Building, Annex III
101 S. Lawrence Street
Montgomery, AL 36104

PURCHASING DEPARTMENT

P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

INVITATION TO BID

Landscape Maintenance Services

Bid Date: July 27, 2018	Bid Number: 51901-18B-024	Return Quotation By: August 14, 2018 10:00 a.m. CST
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Please submit a sealed price quotation on the items listed herein. (**Faxed bids will not be accepted.**) The submissions will be received at the Purchasing Department Office, 101 S. Lawrence Street until the date and time shown above, and publicly opened as soon thereafter as practicable. If unable to quote, write "NO BID" and return.

Complete specifications on items not fully described can be obtained on request. Brand names and catalog numbers are used to indicate levels of quality. If you are unable to furnish an item as specified and desire to furnish a substitute, give full description of the item. Final determination as to equal quality of substitution will be made by the Purchasing Agent.

The Montgomery County Commission reserves the right to award this bid on an all or none basis; to refuse all bids; and to waive technicalities.

Questions regarding this bid should be directed to Myrtle Singleton, Purchasing Manager, Purchasing Department, Montgomery County Administrative Building Annex III, 101 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1269.

Donald L. Mims

County Administrator and Purchasing Agent

GENERAL CONDITIONS AND INSTRUCTIONS

1. Bid Number 51901-18B-024 must appear on the outside of the bid envelope.
2. No oral, telephonic, facsimile, modifications or alternate bids will be considered. Bids from firms, individuals, or the same owners of separate companies submitting more than one bid will not be considered.
3. Three (3) no responses to invitation to bid will be reason for deletion of bidder's name from the bid list. Once deleted from bid list, bidder's name may be returned to bid list with a written request from the bidder.
4. Bidders must submit an original and one (1) copy of its bid. The attached bid form must be completed in its entirety, signed by an authorized agent of the company, and submitted with the bid response. **Bid forms that are not signed will be disqualified.**
5. Bidders must attach to bid a copy of a current City of Montgomery business license and Montgomery County business license, if required by law, and shall be current on payment of all city and county sales taxes. **If vendor is not required to have a City of Montgomery Business license or a Montgomery County business license, vendor must provide in writing an explanation for the exemption**
6. All pricing shall be F.O.B., Montgomery, Alabama. Delivery will be to the office of the ordering department listed on the purchase order with all freight charges paid by the vendor. Freight cost will be included in the bid price.
7. Vendors having a place of business within the legal boundaries of Montgomery County shall be given a 5% preference over vendors located outside of the legal boundaries of Montgomery County.
8. The contract period will be for one (1) year, beginning from the date of award and ending one (1) year thereafter with an option to renew for an additional two (2) years, in one year periods. At the end of the (1) year contract period, a price increase may be allowed, but shall not be more than five-percent (5%) per year.
9. The successful bidder awarded the contract must provide documentation of its enrollment in the e-verify program. A memorandum of understanding must be provided before a contract/purchase order is issued.

DISPUTE RESOLUTION

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.

BID PROTEST PROCEDURE

A formal written protest shall be submitted to the Administrator/Purchasing Agent within five (5) working days before the bid opening or proposal due date or within five (5) working days after award. The formal written protest may be hand delivered to the Administrator or Administrator's Office of the Montgomery County Commission and/or mailed to the Administrator/Purchasing Agent by registered certified mail. The bidder and/or his authorized agent or legal representative must sign the formal written protest or it will not be accepted.

Failure to file the notice of protest within the time limit prescribed herein shall constitute a waiver of any protest to the bid and/or request for proposal process.

The formal written protest shall state with particularity the facts and law upon which the protest is based. Within 30 calendar days of receipt of the timely filed, formal written protest, the Administrator/Purchasing Agent shall issue a written decision with respect to the protest. Should the decision by the Administrator/Purchasing Agent be adverse to the bidder, the bidder may seek relief in accordance with the *Code of Alabama 41-16-31*.

HOLD HARMLESS

The selected vendor agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the successful vendor, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

ALABAMA'S IMMIGRATION LAW

The contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

SCOPE OF WORK

Montgomery County Commission proposes to enter into a contract for landscape maintenance at the Montgomery Industrial Park, Atlanta Highway (AL 126). Option 1 includes maintenance of approximately 7 acres, and Option 2 includes maintenance of approximately 5.5 acres.

SPECIFICATIONS FOR LANDSCAPE MAINTENANCE SERVICES

Turf Specifications:

1. All turf areas shall be mowed to maintain neat, attractive and healthy conditions. Contactor will maintain turf areas according to attached service schedule. All mowing equipment shall have sharp edges for clean cuts. Mowing patterns shall be changed regularly to avoid rutting. Debris shall be removed from turf prior to mowing.
2. All turf adjacent to walkways, driveways, curbs, trees, shrubs and flower & planting beds, etc. shall be edged to assure a crisp, clean edge. Turf adjacent to all tree wells, valve boxes and all other obstructions shall be trimmed as needed to maintain a clean appearance. Chemical defoliant or herbicides (i.e., "Round Up") will not be used as an "edger" in these areas.
3. All areas inaccessible to mowers shall be string trimmed with each mowing.
4. All debris generated from mowing operations shall be blown off curbs, walks and paved areas each visit.
5. Excess and visible grass clippings shall be removed after mowing to enhance overall turf appearance and to prevent matting, clumping and thatch buildup. The final mowing/raking pattern shall present a neat appearance.
6. Care shall be taken when mowing to pick up trash in the landscaped areas before mowing, and to avoid obstructions such as trees, shrubs, utility boxes, signage, buildings, etc., and to avoid damage to any and all parts of irrigation system.

Shrub Specifications:

1. All bed areas shall be maintained weed free. Use of pre and post emergent herbicides is acceptable and recommended. Any weeds over 2 inches in height, along with vines and weeds growing through shrubbery shall be removed by hand during each visit.
2. Shrubs shall be pruned, trimmed and shaped according to service schedule to encourage intended growth, maintain a pleasing manicured appearance and to prevent obstruction of curbs, sidewalks, parking areas, street lights and signs.

Annuals for Entrance Beds:

1. Annual flowers shall be installed and maintained per the service schedule.

Tree Specifications:

1. Tree canopies shall be maintained at an appropriate height by pruning one (1) time per year.
2. Sucker growth shall be removed from trees up to the canopy during each site visit.
3. Crape Myrtles shall be pruned annually to remove seedpods, crossing branches and to promote an umbrella shaped canopy. Every effort shall be made to maintain the height of the tree from blocking signage and within the area it was intended to grow.

Chemicals:

1. Fertilize all turf areas to maintain a vigorous, healthy turf. Slow release fertilizer shall be used six (6) times per year to minimize excessive growth after application. Apply pre and post emergence herbicides one (1) time per year to maintain a reasonable weed-free turf.
2. Apply insecticides and fungicides as needed to all turf areas to prevent damage.
3. Fertilize all trees and shrubs once a year or as needed.
4. Apply insecticides and fungicides as needed to all shrubbery and trees to prevent damage from insects and diseases.
5. All ant beds are to be treated in all landscaped and hardscaped areas.

Irrigation Maintenance:

1. Check controller during growing season to be sure time is accurate, start time is correct, and zone run times are adequate for seasonal conditions. At all times programming must conform to local watering restrictions.
2. Walk landscaped areas weekly at each visit during growing season to check for irrigation deficiencies. If any are noted, investigate and submit proposed costs for any necessary repairs other than routine adjustments.
3. System will be shut down prior to the first freeze if applicable.
4. System will be turned on, inspected and any adjustments made that are needed as soon as the threat of freezing temperatures has passed.

Additional Services:

1. Install fresh longleaf pine straw to bed areas, tree rings, and any other designated areas in the spring and fall. Prices shall include materials, installation, tucking and rolling of edges and cleanup of all created debris.

Contractor Requirements:

1. By submitting bid, Contractor certifies that he has visited and inspected the site to fully verify the existing site conditions and scope of work required to professionally maintain landscaped areas. The Contractor is responsible for determining the required labor, material, equipment and quantities needed to prepare and submit subject bid proposal for accomplishing work.
2. Contractor is responsible for all safety measures..
3. Contractor is responsible for any and all damages to county property and to property of individuals on county grounds. Any damage should be immediately reported to the General Services Director or his designee.
4. Contractor must demonstrate it has the number of personnel assigned to the account to properly maintain the requirements of the contract. Contractor must be sufficiently staffed in order to complete the work in a timely manner.
5. All employees of the Contractor are expected to dress in either company or matching shirts so they are easily identified as employees of the Contractor.
6. Contractor will invoice Montgomery County Commission on a monthly basis. Payment will be made within 30 days after receipt of invoice.
7. The Contractor shall obtain and pay for all licenses and permits required for the work and shall comply with all applicable federal, state, and local law, statutes, ordinances, orders, rules, regulations, building codes, and other requirements of any and all governmental authorities and agencies having jurisdiction.

Minimum Insurance Requirements:

Contractor must keep in effect at all times and must furnish the Montgomery County Commission with certificates for the following insurance coverage:

1. The Contractor's Commercial General, Automotive, Employers and Umbrella Liability Insurance shall be written for not less than limits of liability as follows:
 - A. Commercial General Liability
 - Bodily Injury and Property Damage \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
 - B. Comprehensive Automobile Liability
 - Bodily Injury and Property Damage \$1,000,000 Each Person
\$1,000,000 Each Occurrence
 - C. Employers Liability Limit
 - \$500,000 Each Accident
\$500,000 Disease-Policy Limit
\$500,000 Disease- Each Employee
 - D. Umbrella Liability
 - Bodily injury and property damage \$5,000,000 each occurrence (excess of coverage A, B, C above)
 - E. Workers' Compensation Insurance with statutory requirements or a minimum One Million Dollars (\$1,000,000) coverage per occurrence or statutory limits.

Montgomery County Commission must be named as an additional insured and so endorsed on the policy after the bid is awarded.

Questions regarding this bid should be presented by fax at 334-832-2547 or email myrtlesingleton@mc-ala.org no later than August 6, 2018 at 5:00 pm CST. Answers to these questions will be faxed or emailed back no later than August 8, 2018, at 5:00 pm CST.

BID FORM

See Page 11 for proposed services description and service schedule and Page 12 for aerial photograph of areas to be maintained for Montgomery Industrial Park, Atlanta Highway (AL 126) at Industrial Park Blvd., Montgomery, AL.

Option 1:

Montgomery Industrial Park

Atlanta Hwy. (AL 126) at Industrial Park Blvd.

(Turf area approximately 7 acres including Maintenance Areas 1 and 2)

\$ _____
Annual Cost

Irrigation Repairs

\$ _____
Rate per Hour

Total Bid

\$ _____

or

Option 2:

Montgomery Industrial Park

Atlanta Hwy. (AL 126) at Industrial Park Blvd.

(Turf area approximately 5.5 acres excluding Maintenance Areas 1 and 2)

\$ _____
Annual Cost

Irrigation Repairs

\$ _____
Rate per Hour

Total Bid

\$ _____

**Montgomery County Commission reserves the right to select
Option 1 or Option 2 for bid award.**

Please complete this form and return it with your bid proposal. Should you choose not to bid at this time, please complete this form and forward back to our office as soon as possible. It is necessary that you check all categories that apply to your company.

Vendor Name: _____

Address: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

Is the Company Minority Owned: _____ Yes _____ No

Is the Company Owned By: _____ Female _____ Male _____ Both

Is the Company Incorporated: _____ Yes _____ No

Ethnicity of Ownership:

_____ African American

_____ American Indian

_____ Asian American

_____ Disabled

_____ Hispanic

_____ Other (Please Specify) _____

Official Signature

Printed Name and Title

Date: _____

RESPONSE FORM TO BE ATTACHED TO BID

Company Name _____

Federal I.D. # _____

Mailing Address _____

Phone Number _____

Email Address _____

Official Signature

Printed Name and Title

Proposed Services Description	Service Schedule												
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Turf Area													
Fertilization & Weed Control	1		1		1	1			1		1		6
Mow, Edge, Weed & Blow Off	2	2	3	3	4	4	4	4	4	4	3	3	40
Shrubs & Beds													
Fertilization	1					Include In Bed Service							1
Trim & Weed	1		1		1		1		1		1		6
Manual & Herbicidal Weed Control	2	2	3	3	4	4	4	4	4	4	3	3	40
Pre-Emergent		1				Include in Bed Service							
Pruning													
Pruning Crape Myrtles	1												As Needed
Perennials	1												As Needed
Irrigation													
Monitor & Set Timers													As Needed
Freeze Protection													As Needed
Irrigation Repairs at Hourly Rate + Parts													Rate/Hour
Pine Straw & Mulch													
Spring Install			1										1
Fall Install											1		1
Annual Color/ Flowers													
Spring Install & 6 Months Maintenance				1									1
Fall Install & 6 Months Maintenances											1		1

