

Khristie Davis, Purchasing Manager
khristiedavis@mc-ala.org
(334) 832-1267

Cynthia Hill, Buyer II
cynthiahill@mc-ala.org
(334) 832-2526



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 Industrial Park

Bid Date: August 3, 2021	Bid Number: 51901-21B-025	Return Quotation By: August 24, 2021 10:00 a.m. CST
--	---	--

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 Khristie Davis, Purchasing Manager, Purchasing Department, Montgomery County Administrative Building Annex III, 101 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1267.


Florence M. Cauthen
County Administrator and Purchasing Agent

GENERAL CONDITIONS AND INSTRUCTIONS

1. The bid number 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. Late bids will not be opened.
4. 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.
5. 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.
6. All pricing shall be F.O.B., Montgomery, Alabama. Deliveries shall be to the site and designated location of the ordering department listed on the purchase order. The bid price shall include all freight/delivery, fuel, surcharge, handling, packaging, services charges, paid by the vendor.
7. 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 specify why license is not required.
8. Bidders 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. Separately, the Montgomery County Commission reserves the right to award the contract to a local responsible bidder if the bid is within 10% of a foreign entity's bid. A foreign entity is a business that does not have a place of business within the State of Alabama.
9. The contract period will be for three (3) years beginning the date of award. Prices shall remain firm for the duration of the contract.
10. The successful bidder awarded the contract/ purchase order must provide documentation of its enrollment in the e-verify program.
11. Montgomery County Commission or the successful vendor reserves the right to cancel this contract with a sixty day (60) written notice at any time during the contract.

12. Montgomery County Commission reserves the right to increase or decrease acreage at any time during the contract.
13. Successful vendor shall file at minimum the following insurance coverage and limited liability with the Purchasing Department before beginning work with Montgomery County:

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

Comprehensive Automobile Liability

Bodily Injury and Property Damage \$1,000,000 Each Person
\$1,000,000 Each Occurrence

Employers Liability Limit

\$500,000 Each Accident
\$500,000 Disease-Policy Limit
\$500,000 Disease- Each Employee

Umbrella Liability

Bodily injury and property damage \$5,000,000 each occurrence (in excess of the above coverage)

Workers' Compensation Insurance with statutory requirements or a minimum One Million Dollars (\$1,000,000) coverage per occurrence or statutory limits.

Successful vendor must maintain such insurance for the duration of the contract, as it will protect him and Montgomery County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death which may arise from operations under the contract.

14. Montgomery County Commission shall be named as additional insured.
15. 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.
16. If a bidder desires to protest a bid, 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.

17. 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.
18. 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.
19. The selected vendor affirms that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama for the duration of the agreement. 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.
20. The Montgomery County Commission is committed to increase participation by Minority and Women-Owned Businesses (M/WBs) in the procurement process in Montgomery County; to insure equal opportunity for M/WBs to participate in the procurement process; to prohibit discrimination on the basis of race, color, religion, national origin, sex, age, disability, or veteran status in the procurement process; and to achieve a minimum of 30% participation by M/WBs in the procurement process in Montgomery County.
21. Montgomery County Commission may review bidder's qualifications and references as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request.

22. Montgomery County Commission reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
23. While the bid award may be made to the lowest bidder meeting all specifications, Montgomery County Commission will not award the bid on the basis of the low bid only. Quality, conformity with specifications, terms of delivery, past service history, and experience are among factors that may be considered in determining the lowest responsible bidder.
24. Montgomery County Commission reserves the right to award the bid in any manner that is in the best interest of the County.

SCOPE OF WORK

Montgomery County Commission proposes to enter into a contract with a professional landscape company for landscape maintenance at Montgomery Industrial Park, Atlanta Highway (AL 126). Approximately 7 acres of land to be maintained. The successful vendor shall provide all personnel, labor, material, equipment, and transportation necessary to perform the services described herein.

SPECIFICATIONS FOR LANDSCAPE MAINTENANCE SERVICES

Turf Specifications:

1. All turf areas shall be mowed to maintain neat, attractive and healthy conditions 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 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 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 & 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, streetlights and signs.

Annual Color Flowers:

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 four (4) times per year to minimize excessive growth after application. Apply pre & 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 & 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 a proposal 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.

REQUIREMENTS

1. By submitting this bid proposal, the bidder certifies that he/she has visited and visually inspected the site, verified the existing site conditions and scope of work required to professionally maintain landscaped areas.
2. The bidder is responsible for determining the required labor, material, and equipment needed to prepare and submit the bid.
3. The bidder must have a minimum of two (2) years' experience providing landscaping maintenance services of a similar scope and project size to public agencies.
4. Bidders must submit a minimum of three (3) references from public agencies, which the bidder has performed landscaping maintenance services of a similar scope and size within the last two (2) years.
5. All safety measures are the responsibility of the successful vendor.
6. The successful vendor 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.
7. The successful vendor 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 Director of Parks and Recreation.
8. The successful vendor must demonstrate it has adequate personnel, equipment and financial resources to solely maintain all specified landscaping requirements of the contract.
9. The successful vendor's employees must dress in a company shirts or matching shirts, so they are easily identified.
10. The successful vendor will invoice Montgomery County Commission on a monthly basis. Payment will be made within 30 days after receipt of invoice.

Landscape Maintenance
Industrial Park
Industrial Park Boulevard at Atlanta Highway (AL-126)

Site Aerial Photograph Showing Landscape Areas to be Maintained as Part of the Contract – July 2021



Proposed Services Description	Service Schedule												Total/ Year
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	
Turf Area (Approximately 7Acres)													
A) Treatment (Fertilization & Weed Control			1		1		1		1				4
B) Mowing (Mow, Edging, Weeding & Blowing	2	2	3	3	4	4	4	4	4	4	3	3	40
Shrubs, Shrub Beds & Ornamentals													
A) Fertilization	1					Include In Bed Service							1
B) Shrub & Bed Service (Trim & Weed)	1		1		1		1		1		1		6
C) Bed Service (Manual & Herbicidal Weed Control)	2	2	3	3	4	4	4	4	4	4	3	3	40
D) Pre- Emergent		1				Include in Bed Service							
Pruning													
Pruning Crape Myrtles	1												As Needed
Perennials	1												As Needed
Irrigation System													
A) Irrigation monitor & Setting of Timers													As Needed
B) Freeze Protection													As Needed
Pine Straw & Mulch													
A) Spring Install			1										1
B) Fall Install											1		1
Annual Color/ Flowers													
A) Spring Install & 6 Months Maintenance				1									1
B) Fall Install & 6 Months Maintenances											1		1

BID FORM

Montgomery Industrial Park

Atlanta Highway (AL126) at Industrial Park Blvd.

(Tuft area approximately 7 acres)

\$ _____
Annual Cost

Note:

Page 9 - Site Aerial Photograph Showing the Landscape Area

Page 10 - Proposed Service Description and Service Schedule

REFERENCE LIST

This reference list shall be completed and attached to the bid form when submitted to the Purchasing Office. Bids received without this completed reference list, will be disqualified.

List three (3) public agencies that you have performed landscape maintenance for in the last two (2) years.

1. _____
Public Agency

Name of Contact Person/Title

Phone Number Email Address
2. _____
Public Agency

Name of Contact Person/Title

Phone Number Email Address
3. _____
Public Agency

Name of Contact Person/Title

Phone Number Email Address

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

_____ Caucasian

_____ 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 _____

Quote F.O.B. _____

Terms of Payment _____

Delivery Date _____

Official Signature

Printed Name and Title