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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

**Grounds Maintenance
County Parks**

Bid Date: August 1, 2022	Bid Number: 57200-22B-018	Return Quotation By: August 22, 2022 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 item by item, 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 one (1) year, beginning the date of award and ending one (1) year thereafter with an option to renew for additional two (2) years, in one (1) year periods. At the end of the one (1) year contract period, a price increase may be allowed, but shall not be more than five-percent (5%) per year.
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 thirty day (30) written notice at any time during the contract.

12. Montgomery County Commission reserves the right to add or remove locations 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 company for grounds maintenance at various Montgomery County Parks. The successful vendor shall provide all personnel, labor, material, equipment, and transportation necessary to perform the services described herein.

SPECIFICATIONS

1. All turf areas shall be mowed to maintain neat, attractive and healthy conditions according to attached service schedules. 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.
7. Trash containers shall be emptied as specified at each location.
8. Vendors having questions regarding the sites may email James Williams, Parks and Recreation Director at jameswilliams@mc-ala.org.

REQUIREMENTS

1. By submitting this bid proposal, the bidder certifies that he/she visually inspected the sites, verified the existing site conditions and scope of work required to professionally maintain the landscape of the County Parks.
2. The bidder is responsible for determining the required labor, material, fuel and equipment needed for the duration of the contract 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. All safety measures are the responsibility of the successful vendor.
5. 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.
6. In addition to the routine maintenance, the successful vendor may be called upon for maintenance due to special events.
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 and grounds maintenance 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.
11. Successful vendor may not assign, transfer, convey, or otherwise dispose of the contract or its rights, title or interest in or the same, or any part thereof, without written consent from Montgomery County Commission.

**Landscape Maintenance
Wayne Enzor Park (formerly Lapine Park)
Meriwether Trails Montgomery, AL**

Site Aerial Photograph July 2022

Approximately 3 Acres



Proposed Services Description	Wayne Enzor Park Service Schedule												
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total/ Year
Turf Area													
Mowing, Edging, Weeding & Blowing All Sod Areas	1	1	2	2	5	4	4	5	4	2	2	1	33
Pine Straw & Mulch				1						1			2
Service Trash Cans & Maintain Area	9	8	8	9	8	8	9	8	8	9	8	9	101

**Landscape Maintenance
Wingard Park (formerly Grady Park)
Ramer-Grady Road Grady, Alabama**

Site Aerial Photograph July 2022

Approximately 2 Acres



Proposed Services Description	Wingard Park Service Schedule												
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total/ Year
Turf Area													
Mowing, Edging, Weeding & Blowing All Sod Areas	1	1	2	2	5	4	4	5	4	2	2	1	33
Pine Straw & Mulch				1						1			2
Service Trash Cans & Maintain Area	9	8	8	9	8	8	9	8	8	9	8	9	101

**Landscape Maintenance
Pintlala Park
Pintlala, Alabama**

Site Aerial Photograph July 2022

Approximately 2.5 Acres

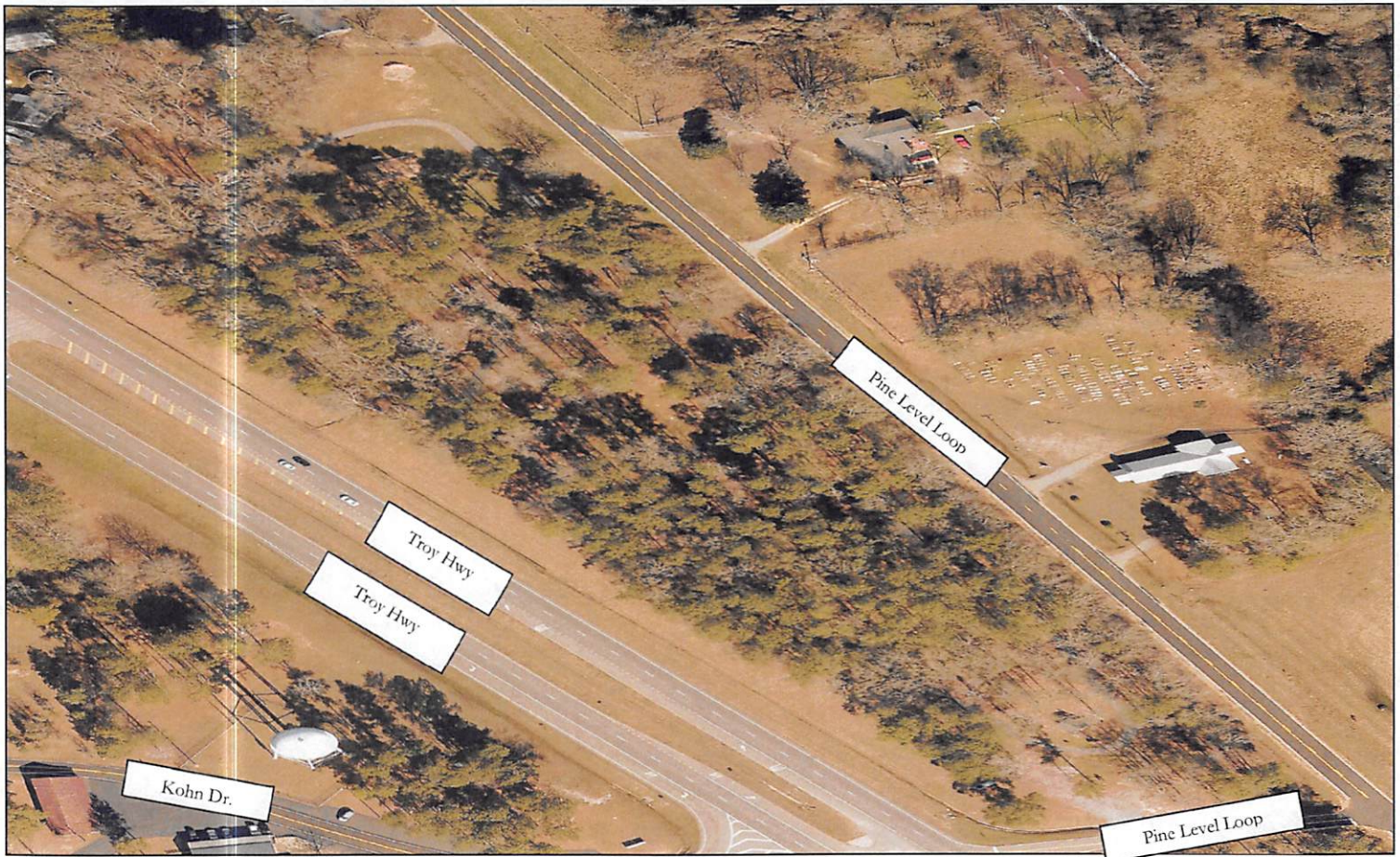


Proposed Services Description	Pintlala Park Service Schedule												
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total/ Year
Turf Area													
Mowing, Edging, Weeding & Blowing All Sod Areas	1	1	2	2	5	4	4	5	4	2	2	1	33
Pine Straw & Mulch				1						1			2
Service Trash Cans & Maintain Area	9	8	8	9	8	8	9	8	8	9	8	9	101

**Landscape Maintenance
Pine Level Park
Highway 231 Pine Level, Alabama**

Site Aerial Photograph July 2022

Approximately 10 Acres



Proposed Services Description	Pine Level Park Service Schedule												
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total/ Year
Turf Area													
Mowing, Edging, Weeding & Blowing All Sod Areas	1	1	2	2	5	4	4	5	4	2	2	1	33
Pine Straw & Mulch				1						1			2
Service Trash Cans & Maintain Area	9	8	8	9	8	8	9	8	8	9	8	9	101

**Landscape Maintenance
Field of Dreams
Dunbar-Ramer School Softball Field Ramer, Alabama**

Site Aerial Photograph July 2022



Proposed Services Description	Dunbar-Ramer School Softball Field Service Schedule												
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total/ Year
Turf Area													
Mowing, Edging, Weeding & Blowing All Sod Areas	1	1	2	2	5	4	4	5	4	2	2	1	33
Pine Straw & Mulch				1						1			2
Service Trash Cans & Maintain Area	9	8	8	9	8	8	9	8	8	9	8	9	101

**Landscape Maintenance
Waugh Park
Waugh, Alabama**

Site Aerial Photograph July 2022

Approximately 2 Acres



Proposed Services Description	Waugh Park Service Schedule												
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total/ Year
Turf Area													
Mowing, Edging, Weeding & Blowing All Sod Areas	1	1	2	2	5	4	4	5	4	2	2	1	33
Pine Straw & Mulch				1						1			2
Service Trash Cans & Maintain Area	9	8	8	9	8	8	9	8	8	9	8	9	101

**Landscape Maintenance
Catoma Park
Montgomery, Alabama**

Site Aerial Photograph July 2022

Approximately 2 Acres



Proposed Services Description	Catoma Park Service Schedule												
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total/ Year
Turf Area													
Mowing, Edging, Weeding & Blowing All Sod Areas	1	1	2	2	5	4	4	5	4	2	2	1	33
Pine Straw & Mulch				1						1			2
Service Trash Cans & Maintain Area	9	8	8	9	8	8	9	8	8	9	8	9	101

**Landscape Maintenance
Snowdown Park and Snowdown Water Authority
Snowdown, Alabama**

Site Aerial Photograph July 2022

Approximately 11.82 Acres



Proposed Services Description	Snowdown Park and Water Authority Service Schedule												
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total/ Year
Turf Area													
Mowing, Edging, Weeding & Blowing All Sod Areas	1	1	2	2	5	4	4	5	4	2	2	1	33
Pine Straw & Mulch				1						1			2
Service Trash Cans & Maintain Area	9	8	8	9	8	8	9	8	8	9	8	9	101

**Landscape Maintenance
Ramer Park and Sheriff's Substation
Ramer, Alabama**

Site Aerial Photograph July 2022

Approximately 2.5 Acres



Proposed Services Description	Ramer Park and Sheriff's Substation Service Schedule												
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total/ Year
Turf Area													
Mowing, Edging, Weeding & Blowing All Sod Areas	1	1	2	2	5	4	4	5	4	2	2	1	33
Pine Straw & Mulch				1						1			2
Service Trash Cans & Maintain Area	9	8	8	9	8	8	9	8	8	9	8	9	101

**Landscape Maintenance
Montgomery County Activity Center
147 Old School House Road Grady, Alabama**

Site Aerial Photograph July 2021

Approximately 19 Acres (including 3 Athletic Fields)



Proposed Services Description	Montgomery County Activity Center Service Schedule												
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total/ Year
Turf Area													
Mowing, Edging, Weeding & Blowing All Sod Areas	1	1	2	2	5	4	4	5	4	2	2	1	33

Item	Quantity	Location	Total Cost
1	1 Job	Wayne Enzor Park; Meriwether Trail, LaPine, AL 3 Acres	\$ _____ Annual
2	1 Job	Wingard Park; Ramer –Grady Road, Grady 2 Acres	\$ _____ Annual
3	1 Job	Pintlala Park Hwy 31 2.5 Acres	\$ _____ Annual
4	1 Job	Pine Level Park Hwy 231, Across from Sikes & Kohn Mall 10 Acres	\$ _____ Annual
5	1 Job	Softball Field: Field of Dreams; Dunbar- Ramer School; Ramer, AL	\$ _____ Annual
6	1 Job	Waugh Park St. James Loop 2 Acres	\$ _____ Annual
7	1 Job	Catoma Park Mitchell –Young Rd. 2 Acres	\$ _____ Annual

8	1 Job	Snowdown Park and Snowdown Water Authority 11.82 Acres	\$ _____ Annual
9	1 Job	Ramer Park and Sheriff's Substation 2.5 Acres	\$ _____ Annual
10	1 Job	Montgomery County Activity Center Approximately 19 acres, including three athletic fields	\$ _____ Annual

Total Cost of Annual Ground Maintenance for all locations \$ _____

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 and grounds 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