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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
SELF-CONTAINED TREE TRIMMING MACHINE**

Bid Date: May 8, 2024	Bid Number: 53100-24B-012	Return Quotation By: May 29, 2024 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, Montgomery, AL 36104 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, to refuse all bids, and to waive technicalities.

Questions regarding this bid should be directed to Khristie Davis, Purchasing Department, Montgomery County Administrative Building Annex III, 101 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1267.


Florence M. Cauthen
County Administrator/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. 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. Late bids will not be opened.
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. In addition, 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, per Alabama Act 2015-293. A foreign entity is a business that does not have a place of business within the State of Alabama.
9. The successful bidder awarded the contract/ purchase order must provide documentation of its enrollment in the E-Verify program.
10. 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.

11. 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.

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*.

12. 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.
13. 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.
14. 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 ensure 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.

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.

15. 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 bid.
16. 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.
17. Montgomery County Commission reserves the right to award the bid in any manner that is in the best interest of the County.

Montgomery County Commission is accepting bids for the purpose of purchasing one (1) new Sky Trim Mini Model 55TH or Approved Equal.

1. Bidder shall give a unit price. The price shall include all applicable charges, destination charges, delivery charges, rebates, and any other similar cost.
2. The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer, but solely for the purpose of indicating the type, size, and quality of equipment considered best adapted to Montgomery County Commission.
3. Bidder must maintain a complete inventory of repair parts and have experienced personnel to service the unit bid.
4. Bidder must be able to provide a thirty-six (36) hour maximum service response time.
5. Unit will be delivered to the Montgomery County Shop at 1852 Terminal Road, Montgomery, Alabama. Unit shall be completely assembled and ready to be placed in service with prepaid title application, if applicable.
6. All bidders submitting other than the model listed may be required to provide an on-site demonstration to verify that their unit complies with specifications. Failure to carry out the provision noted herein is deemed sufficient reason to reject the bidder's proposal.
7. All bidders submitting other than the model listed must submit with their bid the latest printed specifications and advertising literature on the proposed unit.
8. Bidders shall submit a copy of the manufacturer's standard warranty along with a complete explanation of the warranty with their bid.

Specifications For One (1) Sky Trim Mini Model 55 TH or Approved Equal

	Comply		Exceptions to Specifications
	Yes	No	
Compact Single Operator Self-Contained Tree Trimming Machine based on a Telehandler Platform	☐	☐	_____
Two-stage Insulated Telescopic Boom Equipped with a Single Large Saw Blade on Upper Unit	☐	☐	_____
Cutting Height of 55ft (17 m)	☐	☐	_____
Rotating Saw on Axis (185 degrees)	☐	☐	_____
Boom Assembly Pivots with 27 Degrees of Movement	☐	☐	_____
All Welded Construction Steel Plated Frame	☐	☐	_____
12,500lbs, with Standard 14" x 17.7" Tires	☐	☐	_____
Deutz TD 2.9L L4, 74hp (55kW) @2200rpm 2.9L Engine	☐	☐	_____
Cab Length 11'7", Height 9'6", Width 6'	☐	☐	_____
Boom – 32' (closed)	☐	☐	_____
Hydrostatic Transmission with Variable Speed Forward and Reverse	☐	☐	_____
15 mph Maximum Travel Speed	☐	☐	_____
Hydrostatic Transmission with Shuttle Shift on the Steering Column	☐	☐	_____
Planetary Drive Front and Rear Axles with a Hi Bias Limited Slip Differential on Front Axle	☐	☐	_____
Inboard Wet Disc Service Brakes on Front Axles	☐	☐	_____

Wet Disc Spring-Applied Hydraulic Release Parking Brakes	☐	☐	_____
Parking Brake Indicator on Dash Board	☐	☐	_____
Engine Flywheel Drives a Closed Loop Hydrostatic Pump	☐	☐	_____
Engine Auxiliary PTO Drives Open Loop Gear Pump Used for Hydraulic Actuators Operates the Boom Up/Down, Boom In/Out, Boom Rotates, and Boom Swing	☐	☐	_____
4-Section Directional Control Valve with 12VDC Solenoid Actuators Operates the Saw On/Off, Outrigger Up/Down, and Boom Slide	☐	☐	_____
12 Volt DC Negative Ground	☐	☐	_____
75 Amp Alternator	☐	☐	_____
Color Coded and Numbered Wiring	☐	☐	_____
Work Lights, Driving Lights, Horn, Amber Strobe Lights	☐	☐	_____
EROPS Certified, Fully Enclosed and Insulated, Automatic Climate Control Temperature Air Flow Cab	☐	☐	_____
Ergonomic Hydraulic Piloted Joystick for Boom Functions.	☐	☐	_____
Cup Holder, Storage Trays, 12 VDC Auxiliary Socket, and Rocker Style Switches	☐	☐	_____
Falling Object Guard Structure (FOGS) that Bolts to Cab	☐	☐	_____
Large Skylight	☐	☐	_____
Manufacturer Warranty:	☐	☐	_____

Bid Submittal

Item No.	Quantity	Description	Unit Price
1.	1 Each	Sky Trim Model 55TH or Approved Equal Make _____ Model _____	 \$ _____

FORM 1

MONTGOMERY COUNTY COVENANT OF NON-DISCRIMINATION

It is the policy of Montgomery County to promote full and equal business opportunities for all people. The undersigned covenants that they have not discriminated based on a firm's minority, or gender status, regarding prime contracting, subcontracting, or partnering opportunities. The undersigned further covenants that they have truthfully and fully completed the required forms; and will further truthfully and fully complete and submit all required forms during the term of this project.

The Bidder agrees to the following:

1. To adopt the policies of Montgomery County relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds provided by Montgomery County.
2. To not engage in discriminatory conduct; To provide a discrimination-free working environment;
3. That this Covenant of Non-Discrimination shall be continuing in nature and shall remain in full force and effect without interruption;
4. That this Covenant of Non-Discrimination shall be incorporated by reference into any contract or portion thereof which we may hereafter enter for the term of this project; and
5. Our failure to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract.

Bidding Company: _____

Authorized Agent: _____

Title: _____

Sworn to and subscribed before me on this the ____ day of _____, 2024.

S E A L

Notary Public
My Commission Expires: _____

FORM 2

MONTGOMERY COUNTY SUB-CONTRACTOR CONTACT FORM

List all local subcontractors or suppliers (*M/WBE and Non-M/WBE*) that were contacted regarding this project

Name of Sub-Contractor/Supplier	Company Name, Address, and Phone Number	Montgomery County Business License? (Yes or No)	Type of Work Solicited For	Business Ownership (Enter Code Below)	Results of Contact

Bidder's Name: _____ Signature _____ Date _____

FORM 3

MONTGOMERY COUNTY SUBCONTRACTOR PROJECT PLAN SUBCONTRACTOR/SUPPLIER UTILIZATION

List all MBE/WBE subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-Contractor/Supplier	Company Name, Address, Email, and Phone Number	Montgomery County Business License? (Yes or no)	Type of Work to be Performed below	Owner of Business (See code	Dollar (\$) Value of Work	Percentage of Total Bid Amount

Total Business, % _____ Total Small Business % _____ Total Minority Business % _____

Diversity Code: MBE (Minority Business Enterprise) WBE (Women Business Enterprise) _____

Name: _____ Date: _____

Signature: _____

FORM 4
MONTGOMERY COUNTY
GOOD FAITH EFFORTS
Checklist

A Company that does not meet the Program participation goal is required to demonstrate that it made "good faith efforts." Indicate which of the following actions were taken:

Yes No

- | | | | |
|-----|--------------------------|--------------------------|--|
| 1. | ☐ | ☐ | Attendance at a pre-bid/proposal meeting, if any, scheduled by Montgomery County to inform M/WBEs of subcontracting opportunities under a given solicitation; Advertisement for solicitation of M/WBEs in general circulation media, trade association publications, and minority focused media, to provide notice of subcontracting opportunities. |
| 2. | ☐ | ☐ | Advertisement in media of general circulation at least seven (7) days prior to bid opening of all Sub-contractor opportunities. |
| 3. | ☐ | ☐ | Provided interested M/WBEs with timely, adequate information about the Program's specifications, and other such requirements of the Contract. Conducted follow up to initial solicitations. |
| 4. | ☐ | ☐ | Provided written notice to M/WBEs that their interest in subcontracting opportunities or furnishing supplies is solicited. Provided a contact log showing the name, address, email and contact number (phone or fax) used to contact the proposed certified sub- contractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, and the amount of the quoted price if one was obtained. |
| 5. | ☐ | ☐ | Efforts were made to divide the work for M/WBE subcontracting in areas likely to be successful and identify portions of work available to M/WBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder to perform the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting. |
| 6. | ☐ | ☐ | Efforts were made to assist potential M/WBE subcontractors to meet bonding, insurance or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that an M/WBE could not readily and economically obtain them in the marketplace. |
| 7. | ☐ | ☐ | Utilization of services of available minority community organizations, minority contractor groups and other organizations that provide assistance in the recruitment and placement of M/WBEs. |
| 8. | ☐ | ☐ | Communication with the Montgomery County Procurement Department seeking assistance in identifying available M/WBEs. |
| 9. | ☐ | ☐ | Exploration of joint venture opportunities with M/WBEs. |
| 10. | ☐ | ☐ | Other actions (specify): |

Please explain any "no" answers listed above (by number). *This list is a guideline and by no means exhaustive. Montgomery County will review these efforts towards assessing the Company's efforts to meet the Program's goal.*

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