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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
Tree Removal & Disposal Services

Bid Date: July 1, 2025	Bid Number: 52110-25B-025	Return Quotation By: July 16, 2025 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, Administrative Services Manager, Montgomery County Administrative Building Annex I, 100 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-7705.

A handwritten signature in black ink, appearing to read "Kindell Anderson", written over a horizontal line.

Kindell Anderson
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. 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. 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.
6. 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.**
7. 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 bid to a local responsible bidder or to a responsible bidder within the state that is a woman-owned, a minority-owned, a veteran-owned or a disadvantaged-owned business enterprise 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
8. The successful bidder awarded the contract/ purchase order must provide documentation of its enrollment in the e-verify program.
9. Successful vendor shall file the following insurance coverage and limited liability with the Purchasing Department before beginning work with Montgomery County:

General Liability

\$1,000,000 – Bodily injury and property damage combined occurrence
\$1,000,000 – Bodily injury and property damage combined aggregate
\$1,000,000 – Personal injury aggregate

Comprehensive form including premises/operation, products/completed operations contractual, independent contractors.
Broad form property damage and personal injury.

Automobile Liability

\$1,000,000 – Bodily injury and property damage combined coverage
Any automobile including hired and non-owned vehicles

Worker Compensation and Employers Liability

\$1,000,000 – Limited each occurrence

Umbrella Coverage

\$1,000,000 – Each occurrence

\$1,000,000 – Aggregate

10. Successful bidder will maintain such insurance as 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 the operations under this invitation to bid.
11. The Montgomery County Commission shall be named as an additional insured.
12. 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.
13. 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*.

14. 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.
15. 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.
16. 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.
17. Montgomery County Commission may review the 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 the County with all such information and data for this purpose as the County may request.
18. 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.
19. 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.

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

SPECIAL PROVISIONS

Montgomery County Commission is accepting bids for the purpose of tree removal and disposal services at the Carnegie Building.

1. It is intended that the successful bidder will provide all necessary labor, supervision, equipment, materials, tools, transportation, supplies, insurance, licenses and permits necessary to properly and legally complete the service functions in an orderly and work like manner.
2. All stumps, unless otherwise specified, shall be ground 6" below existing grade within 24 hours of the tree being removed. Until grinding is performed, each stump designated to be grinded shall be clearly marked to be readily visible to vehicle and pedestrian traffic
3. During the progress of the work under this Invitation to bid, the Vendor shall remove daily all branches, leaves and other debris from work sites and shall leave locations neat and clean at the end of each working day unless otherwise specified. The Vendor shall dispose of all debris unless otherwise noted or directed by the Montgomery County Sheriff or his designee.
4. The successful vendor shall supervise and direct the work of his employees to the best of his or her ability and be solely responsible for all techniques, procedures, coordination of services, and actions by his employees.
5. Successful vendor shall comply with the State of Alabama Department of Transportation regulation concerning traffic control devices.
6. The vendor shall ensure their employees are equipped with adequate personal protective equipment while performing contract services. Such personal protective equipment shall include, but is not limited to, goggles, safety glasses, face shields, gloves, safety vests, protective masks, etc.
7. The vendor shall take great care not to damage any private, county or city property. Any damage or repairs shall be the responsibility of the contractor.
8. Any temporary work easements required to perform the job shall be the responsibility of the contractor.
9. Traffic Control: The vendor shall be responsible for traffic control, including plans and devices to the extent the same is required due to work in, upon or in proximity to public right-of-way, streets, roads or vehicular traffic. The traffic control plan and all traffic control devices shall conform at a minimum to the Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition, Federal Highway Administration.

10. The vendor shall take all necessary precautions for the safety of employees on the Project and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injuries to persons on or about or adjacent to the premises where the project is being performed. He shall erect and properly maintain at all times, as required by conditions, and progress of the Project, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by features of construction and the site.
11. Before the Project is considered complete, all debris created by or in connection with the construction must be removed by the vendor and the premises left in a condition by the vendor satisfactory to the County. Streets, curbs, crosswalks, pavements, sidewalks, fences and other public and private property disturbed shall be restored to their former condition or better, and final payment will be withheld until such work is finished by the successful vendor.
12. All bidders are to inform themselves of the conditions under which the work is to be performed, the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed at 131 S. Perry Street, Montgomery, AL 36104. The successful bidder will not be allowed any extra compensation by reason of any matter or things concerning which said bidder might have fully informed himself.

Bid Submittal

Item No.	Description	Unit Price
1.	Trim large Oak tree away from building	\$_____
2.	Cut down two Magnolia trees	\$_____
3.	Cut down two large Poplar trees in front of building	\$_____
4.	Grind stumps around building and other stumps as needed	\$_____
5.	Blow leaves and debris off yard around building	\$_____
6.	Haul away all debris from building	\$_____

Total cost of items 1-6 \$_____

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 Veteran Owned: _____ Yes _____ No

Is the Company Disadvantaged 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