SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
03/09/2023	5786	PUBLIC WORKS	As Directed

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, FRIDAY, MARCH 31, 2023**

QUANTITY	ARTICLES Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	CITY-WIDE TREE MAINTENANCE AND REMOVAL SERVICE This bid is for City-wide tree maintenance and removal services to be provided within the City of Mobile city limits. There will be a **mandatory** pre-bid meeting held on **Friday, March 24, 2023**, at 8:30 am, at The Seals Community Center on Texas Street. Bidders must attend the full pre-bid meeting. City will not accept bids from any company who does not attend the complete pre-bid meeting. The successful vendor will be required to sign a contract; a sample is attached. See the following and attached for detailed specifications. The City is interested in starting the city-wide tree maintenance contract as soon as possible; therefore, vendors must be properly qualified to do business with the City of Mobile. Bidder must use these forms for your response. Failure to respond on these forms will cause a rejection of your bid response. Page 1 of 4					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page_____ of_____

QUANTITY	ARTICLES Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Vendors shall provide with this bid the following:

- Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.
- Their City of Mobile Business License Number.
- Their registration with the E-Verify Program, Federal and State.
- Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.

The following is required and must be filled in:

Registration Number with Secretary of State Office _____

City of Mobile Business License Number _____

E-Verify Enrollment Number _____

Insurance Carrier can provide Certificate of Insurance for City requirements within one (1) day of notification: YES_____NO_____

Contractors may be required to show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand, as well as what resources will be added prior to the work beginning.

City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bids. Look under **Bid #5786**.

			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.		Dollars	Cents	Dollars	Cents

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications.

This is a sealed bid; your response must be in a sealed envelope that has **your company name** on the outside along with either the date and time of the bid opening, **12:01 P.M., Friday, March 31, 2023**, or the **Bid #5786.**

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to **12:01 P.M., Friday, March 31, 2023.**

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

Any bids delivered after **12:01 P.M., Friday, March 31 , 2023** will be returned unopened.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

	TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

Page_____ of_____

QUANTITY	ARTICLES Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 4 Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. **For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org**					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

CITYWIDE TREE MAINTENANCE SERVICES

A. GENERAL DESCRIPTION

1. The City of Mobile is seeking bids to select a Contractor to prune and remove trees located on public land, rights-of-way and easements within the corporate limits of the City of Mobile. This service shall be provided as Programmed, tasked maintenance service for selected work orders, with occasional on-call, as-needed Emergency service in response to specific circumstances or discovered conditions. The City expects the total annual value of the services rendered to be approximately $750,000.00

B. AWARD & CONTRACT TERM

1. Contract award shall be made to the responsive and responsible bidder submitting the lowest overall pricing based on a weighted tabulation of the unit pricing elements at the end of this bid. The initial term of the contract shall be for a period of one (1) year from date of award and prices quoted shall remain effective for that period, with the option at the consent of both parties to renew the contract for two additional one-year periods.

2. The City will not guarantee a specific level or amount of work, or exclusivity in the City's award of similar work to other Contractors. The City will reserve the option to terminate the contract upon thirty-day notice for any reason.

3, Bidders must comply with all of the submission requirements to be eligible for bid award, to include timeliness and completeness (submission of all required documentation and signatures).

4. Bidders will be required to comply with the City's requirement for large contracts that Bidders exercise a good-faith effort to employ disadvantaged business enterprises as subcontractors. It is understood that Bidders may have sufficient internal resources to perform the requirements of the Bid, but the City by public policy requires Contractors to identify and commit to the use of disadvantaged business enterprises in the performance of at least 15% of the value of the work completed, or to document the inability to identify qualified subcontractors. Such subcontractors may include staffing services, traffic control, hauling, clean-up teams, equipment providers, or work crews. More information regarding this requirement is found in Exhibit A to this Request for Bids, and will be discussed at the Pre-Bid conference.

5. The City will hold a mandatory pre-bid conference on Friday, March 24, 2023, at 8:30 am, at the Seals Community Center on Texas Street. Bidders must attend this conference to be eligible for award of this bid. Attendance may be by any designated representative of the bidder and must be present for the entire conference.

6. Questions regarding this Bid must be sent by email to Purchasing@CityofMobile.org.

7. The contents of this bid and any Addendum will be posted at www.CityofMobile.org/Bids.

C. CONTRACTOR QUALIFICATIONS

1. The nature, scope, and timeliness of the performance the City expects of the Contractor require a degree of qualification, experience, and capacity existing at the time of Bid award. The use of the term "Contractor" here shall apply to all subcontractors unless specifically excepted.

2. Contractor shall have an ISA Certified Arborist on staff and immediately available and engaged for quality control for live tree impacts. This requirement shall not apply to subcontractors, but Contractor's Arborist must assure subcontractor performance compliant with all professional standards.

3. Contractor shall have at least three-years of experience as a contractor in the field of arboriculture and urban forest maintenance work. Subcontractors are not subject to this requirement.

4. Contractor, including Field Supervisors, must be experienced and proficient in the American National Standards Institute (ANSI) A300 pruning standards and Z133 safety standards.

5. Contactor shall have the capacity at Bid award to sustain at least two simultaneous field crews of at least four persons each with supporting equipment. This requirement may include the use of subcontractors and Contractor capacity to supervise the work of subcontractors. Subcontractors are not subject to this requirement.

6. Contractor must own or hold long-term lease of the following: two minimum aerial lift trucks, one chipper, stump grinder ,and one knuckle boom loader/or skid steer loader. Subcontractors are not subject to this requirement.

D. PERFORMANCE AND SCOPE OF WORK

1. The work under these specifications shall be for the pruning and removal of City-owned trees, and associated supporting tasks such as traffic control, hauling and disposal.

a. "Pruning" shall be conducted as defined by the Tree Care Industry Association (TCIA) as the selective removal of plant parts to achieve defined objectives.

b. "Removal" shall be conducted to include both the tree and the stump.

2. Contractor shall complete all work during daylight hours only, Mondays through Saturdays, unless otherwise specifically authorized by the City, in accordance with the arboricultural practices as per the following publications. Contractor is not to exceed

10-hour workdays for crews without the specific permission of the City.

a. "Tree, Shrub, and Other Woody Plant Management Standard Practices" (ANSI A300 2017 PART 1), Pruning Best Management Practices.

b. Safety Requirements for Arboricultural Operations (ANSI Z133-2017).

3. Pruning shall be completed for the health of the tree and clearance from hazards and obstructions, or to mitigate risk of hazards. Pruning will be the selective removal of plant parts to achieve a defined objective.

a. The City will note a stipulated pruning height for each City tree to be pruned on each work order. Unless otherwise directed, low branches over the street and sidewalk shall be removed to the following clearance from the ground unless otherwise stipulated: 15 ft on minor streets, 17 ft on major streets, and 8 ft on sidewalks.

b. Contractor shall prune all branches touching buildings 3-5 feet (as needed) away from the building. All trimming shall use the three-cut method. No stubbed limbs shall be left behind in the tree.

c. Dead Branches: All dead branches down to one inch (1") diameter should be removed using a pruning cut from ANSI A300, Part 1, Section 7. If it is not possible to cut it off without stubbing a branch, the entire branch must be removed, or cut back to a substantial lateral branch that will project future growth in the proper direction without weakening the branch. All limbs exceeding one inch (1") in diameter must be precut to prevent splitting.

d. During all phases of work, tree parts will be dropped or lowered onto public property right-of-way, or easement, avoiding private property as much as possible.

e. Contractor shall not use gaffs (climbing spurs) in any tree to be left standing, without specific authorization of the City, except in the event of a life-threatening emergency, which shall be reported to the City.

4. Grinding and Removal of Stumps: Contractor shall grind out and remove all stumps that result from tree removal operations within five (5) working days from the date that the tree was removed. Stumps and visible surface roots must be ground to six inches (6") below ground line. Contractor shall backfill resulting holes, indentations so that the work site conforms in elevation to the surrounding area. Contractor may mulch cover up to two inches any ground stump surfaces.

5. Cleanup and Transport. Contractor immediately upon conclusion of all work shall remove wood chips, leaves, branches, sawdust from the work site. Contractor shall broom-sweep clean all paved surfaces.

a. All tree maintenance debris, including chips, limbs, leaves, logs, oil containers, personal trash, etc. will be disposed of in accordance with Chapter 65 of the City of Mobile Municipal Code, as revised and supplemented.

b. Cleanup required from each day's work will be completed on that day. Each work site will be left as clean as it was before work started, or cleaner.

c. The Contractor will make no agreement with any party to leave, deliver, or otherwise dispose of such tree-maintenance residues, except by explicit instructions of the City.

d. All loads of debris must be covered and tied down with tarpaulins or equal when transported on public streets according to the applicable state and city laws and paragraph 5.6.4 of the ANSI standard.

e. Contractor is responsible for all costs associated with disposal of site debris.

6. Traffic Control. Contractor shall provide traffic control in accordance with requirements of Manual on Uniform Traffic Control Devices (MUTCD), Part 6, regarding Temporary Traffic Control, and shall provide daily traffic management plans. Contractor shall presume to not have the assistance of City traffic enforcement or Police, but may request, and the City in its discretion may provide, in especially busy or hazardous work areas.

7. Contractor will comply with all applicable provisions of state and City laws concerning tree work, as well as policy decisions of the City of Mobile.

8. Contractor will maintain all necessary permits, rights of access, certifications, licenses, bonding, and insurance required by this contract and law. The Contractor shall notify all public service utilities to resolve conflicts concerning their property

9. All work will be performed only by Contractor or City-approved subcontractors. All Contractor and subcontractor crews must have uniformed staff and identifiable equipment.

10. Contractor will have at least one locally-based supervisor, with authority over all technical aspects of Contractor performance, who must have and maintain current ISA Arborist Certification.

11. Teams. Contractor will create field teams to perform the work, and will be compensated according to the team composition and equipment actively and efficiently engaged in programmed work. All Contractor overhead costs shall be captured in bid and contracted rates for teams and equipment. Rates shall be constant for all work, except for emergency work orders, which may be billed at the basic contract rates plus 15%, and for City-directed evening or weekend emergencies at the basic contract rate plus 50% markup. Every team shall be under the immediate supervision of a designated Field Supervisor that shall be in communication with Contractor and identified and accessible to City.

a. Field Supervisor. The Field Supervisor is the working leader and driver of a climbing crew, able to organize and supervise crew work and to integrate a power lift truck into this crew's operation by arrangement with the City Urban forester when desirable to promote efficiency and/or safety. The Field Supervisor's duties shall

include, but not be limited to: (1) climbing trees by the use of standard roping practices; (2) removing or pruning trees according to the standards (ANSI A300, ANSI Z133); (3) removing tree residues without damage to nearby property, and in accordance with the requirements in ANSI A300 tree care standards; (4) keeping daily work reports in support of the Contractor's invoices; (5) contacting the City to coordinate work schedules; (6) contacting the owners of property adjacent to work sites, and tactfully handling or referring complaints or disputes. The Field Supervisor must have an adequate Commercial Driver's License and a minimum of three years of experience as Field Supervisor. The Field Supervisor shall have a working knowledge of Mobile streets.

b. Field Crew. A Field Crew shall consist of two, three, four-persons (at the Contractor's discretion – larger teams may be employed with approval of the City) qualified to operate required equipment listed below, under the direction of a Field Supervisor, and with qualifications and experience as described below, including:

1.Climber: The climber's duties shall include, but not be limited to (1) climbing trees by the use of standard roping practices; (2) removing or pruning trees according to standards (ANSI A300, ANSI Z133); (3) removing tree residues without damage to nearby property, and in accordance with the requirements in ANSI A300 tree care standards; (4)The climber may occasionally perform functions of the Field Supervisor, when necessary for smooth work continuity. The Climber may function as the driver only on a temporary basis and with approval from the City.

2. Crew/Flaggers: Employees used to perform functions requiring non-supervisory skills and experience, such as climbing and bucking, brush carrying and chipping, traffic control, and assisting with other duties as required by the crew Foreman. The Crewman may function as the driver only on a temporary basis and with approval from the City.

11. Equipment. Contractor may use and bill City for the following equipment at unit rates indicated on the bid and contract. No other equipment may be billed unless specifically agreed to in advance by the City. Contractor, together with any company from which equipment is bought, rented, or leased, is solely responsible for the mechanical condition and safe operation of all equipment. The Contractor shall provide sufficient equipment for the duration of contract. The Contractor shall use first-class materials, tools, and equipment that are recognized by the industry as appropriate for forestry work. The Contractor shall use reliable equipment that meets or exceeds ANSI standards to ensure a safe, efficient, and continuous operation with minimal equipment delays for the duration of the contract. The City has the discretion to require the elimination, cancellation, or replacement of excessive or substandard equipment for City programmed work. A "day" for pricing is an eight-hour day.

a. Power Lift Truck: Power lift truck (bid rate: dollars per day of service) with enclosed integral chip box having a minimum capacity of at least ten (10) cubic yards; a working height ceiling as listed on the bid pricing form, equipped with stabilizers, and electrically insulated boom. The Contractor must at his own expense provide certification (dated not more than sixty (60) days before the execution of this

agreement) by a qualified independent testing laboratory that such power lift truck fully meets all dielectric and stress properties required in the current editions of ANSI Standards Z133.1 and A92.2. All safety certifications must be maintained and documented throughout the life of this agreement.

b. Brush Chipper: (Bid rate: dollars per day of service). Adequate to safely and efficiently handle generated wood debris.

c. Follow Up (Split Dump) Truck: (Bid rate dollars per day of service). Approximately 12 cubic yards.

d. Stump Grinder. (Bid rate: dollars per day of service). Adequate to remove stumps as per specifications.

e. Skid Steer. (Bid rate dollars per day of service).

f. Brush Truck. (Bid rate dollars per day of service). Minimum 20 cubic yard.

d. Special Equipment. Contractor may suggest on occasion the use of specialized equipment not otherwise indicated above. Billing rates for such equipment will be according to the FEMA Schedule of Equipment Rates found online here: Schedule of Equipment Rates | FEMA.gov, subject to additional negotiation and agreement between City and Contractor.

12. Communications. Contractor shall maintain and provide to City a 24-hour-a-day contact number for after-hours emergencies. All teams will have adequate industry-standard communications equipment for teams to communicate with each other and with traffic control crews.

13. Imagery. City may require imagery documentation from Contractor at Contractor's expense. Contractor must plan to document work performance by imagery adequate to discern conditions and performance. City may also at its discretion document Contractor crews and equipment for any purpose, to include claims, promotion, work performance, or public viewing. City will retain rights to all such imagery.

13. Mishaps. Contractor shall comply with safety requirements of ANSI, Section 5, 6,7, & 8 (exclusive of paragraphs of sections expressly deleted). Contractor shall immediately report any mishaps or near-miss mishaps to the City that cause significant damage to persons, property, equipment, or infrastructure.

14. Claims. Contractor will indemnify and defend City of Mobile against all claims resulting from Contract's performance under the contract. Contractor will timely notify City of any private claims regarding Contractor's performance under this contract and will resolve all such claims to the reasonable satisfaction of the claimant.

15. Insurance. Contractor shall have in force for the duration of the contract to following minimum insurance coverage:

a. Workers' Compensation/Employer's Liability: Regardless of any "minimum

requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Contractor shall also obtain Employer's Liability insurance with minimum limits of $1,000,000 each accident, $1,000,000 disease limits, and $1,000,000 each employee.

b. Commercial General Liability: Contractor shall also obtain Commercial General Liability coverage with the following minimums:

(1) $1,000,000 each occurrence (combined single limit for bodily injury and property damage)

(2) $2,000,000 Products/Completed Operations aggregate

(3) $1,000,000 Personal and Advertising Injury per person/organization

(3) $2,000,000 general aggregate per project

c. Automobile Liability: Contractor shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. (If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)

d. Commercial Umbrella Liability: Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions (if required) policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least $1,000,000 per line of coverage.

e. Certificates of Insurance: Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self- Insured Retentions for each policy shall not exceed $10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

f. Additional Insureds: These liability policies shall endorse City of Mobile as an Additional Insured. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured

status for Products and Completed

g. Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

h. The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as: City of Mobile, P.O. Box 1827 Mobile, AL 36633

i. Insurance Requirements for Sub-subcontractors: Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

j. Cancellation. Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

k. Waiver of Subrogation. Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

l. Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

E. TASKING

1. Programmed Tasking. City shall provide a weekly work assignment to Contractor, designating specific work orders to be completed. The City's Urban Forester ("Forester")

or the Forester's designated representative, under the supervision of the City Senior Director of Public Services, shall provide the monthly programmed tasking on behalf of the City, to include outcomes desired and time to complete. Contractor will provide within three work days a response to the City indicating Contractor's plan to complete the programmed work. The City will inspect and approve all quotes, estimates, plans, schedules and completed work. In addition to programmed work, the Forester may assign additional "spot" taskings to respond to immediate Work areas assigned will include both pruning and removals.

a. Contractor shall provide, and maintain current on file with the City at all times,, subject to approval by the City, a current plan of work being conducted, to include locations, impacted rights of way, team make-up, equipment being used, subcontractor employment, and contact information for each team.

b. City will provide Contractor access to City's work order database. Contractor will make appropriate entries into the database as agreed upon, and will make other such reports as mutually agreed upon between City and Contractor. Contractor reports will be timely and accurate, with sufficient detail to support the City's efficient management of its forestry.

c. All tasked work will be within City limits on public property and rights of way. Where Contractor determines that entry onto private property will be required to safely and efficiently conduct any task, Contractor will communicate that recommendation to the City before entry for City approval. If approved, Contractor will be required to obtain all permissions for entry to private property from the private property owner, and any such agreement will be solely between Contractor and private property owner.

2. Emergency Task Orders. City may additionally task Contractor with emergency task orders for specific work outside of the programmed work.

a. In such instances. Contractor will respond within 30 minutes of City notification of Contractor's capacity and plan to complete such work.

b. Contractor will be expected to commence such work within 2 hours of City approval of Contractor's plan.

c. Such work may be billed at contract rates plus 15%, unless City directs performance on evenings or weekends, in which the applicable rate will be the contract rate plus 50%. City will pay for a minimum half-day for labor and equipment for evening and weekend emergency responses/

d. With the approval of the City, Contractor may pull teams from programmed work to complete emergency task orders.

3. Completion and Inspection. The Contractor shall contact the City daily during active work periods, to coordinate the work schedule, arrange for needed support. Contractor

will provide weekly reports of Programed Work completed, and an invoice for that work. The Contractor shall notify the City within twenty-four (24) work hours of the completion of each Emergency Work order. All work to be provided under the Contract shall be subject to inspection and acceptance by an authorized City representative while in process or after completion. If any such work is found to be unsatisfactory and not in accordance with the requirements of the Contract, the City shall notify the Contractor for immediate corrective action.

F. INVOICING AND PAYMENT

1. Invoicing. Contractor shall invoice the City weekly for Programmed Work. Invoices will indicate the crew hours and equipment hours, extended at unit rates, for each Programmed Work location. Day rates will be prorated for the actual hours by 2 hour increments, up to the full 8 hour day rate. Contractors will separately invoice for each Emergency Work order, also broken down by crew hours and equipment hours, extended at unit rates. Contractor must include a Subcontractor Utilization Report with each invoice to be to document in each invoice the specific work performed by subcontractors and being invoiced, including the amount Contractor will remit to the subcontractor. The Subcontractor Utilization Report is found in Exhibit A.

2. Payment. City will promptly review invoices for accuracy and compliance for work performance requirements. The City reserves the right to require additional work to comply with work standards or additional documentation before payment of any invoice. Failure to so document will result in payment delay.

G. BID SUBMISSION REQUIREMENTS

1. Submission Date and Time. Bidders must submit a complete package with all required documents and signatures to arrive at the prescribed bid receipt location not later than the bid due date and time. Late bids will not be accepted.

2. Completeness. Incomplete or inaccurate bids may result in disqualification at the discretion of the City. Failure to adequately identify disadvantaged business enterprise subcontractors or document and demonstrate a good faith exercise to obtain disadvantaged business enterprise subcontractors using the Subcontractor and Major Supplier Form will result in disqualification.

3. Items to be submitted: Failure to provide the items required below will render a Bid as non-responsive. Determination as to whether a Bid is sufficiently responsive will be at the complete discretion of the City.

a. Documentation of Experience and Qualifications. City must ensure Bidder has the requisition qualifications and experience to perform the work expected under the Contract. City retains the right to conduct additional inquiries, request additional information in to supplement or validate the information provided below. City retains complete discretion to assess Bidder's qualifications and experience to consider Bidder

as Responsible. Bidder must provide the following documentation:

1. Basic information regarding company name, state of incorporation or organization, and key responsible persons.

2. Information demonstrating at least three years of experience in urban forestry services, to include dates, customer, and nature of services performed.

2.Identity of its Certified Arborist, including qualifications and experience.

3. A list, including description, of supporting equipment owned or on long-term lease.

4. Names of its intended Field Supervisors.

5. Numbers full and part-time crew.

6. How Contractor will employ subcontractors. CONTRACTOR MUST COMPLETE EXHIBIT A, MAJOR SUPPLIER AND SUBCONTRACTOR FORM AND INCLUDE WITH BID. Failure to fully complete the form, adequately document good faith efforts that were taken by the Bidder, will render a Bid as non-responsive. The determination as to whether the form adequately documents good-faith efforts entirely resides within the City's discretion. Bidders who cannot meet the minimum participation requirements are strongly encouraged to consult with the City's Supplier Diversity Manager as indicated on the form.

7. Other contractor qualifications and certifications.

b. Bid Sheet. Contractor must complete and the bid amounts to include unit pricing, extended pricing, and totals. Unit pricing will prevail where errors or inconsistencies are discovered. The weighted amounts totals will be used to determine the overall low bid amount. No additional pricing may be included on the bid sheet.

c. Signature and Certification of acceptance of Bid terms. All Bidders must sign and date bid where indicated.

H. BID SELECTION PROCESS

1. Selection. City will select the responsive Bid from the responsible Bidder with the lowest weighted pricing for award. City reserves the right in its sole discretion to conduction additional inquiries, conduct interviews, or to reject all Bids.

2. Contract. City will expect Bidder to enter into a one-year contract under the terms and pricing agreed to. The Contract will be subject to approval by City Council and signature by the Mayor.

3. Performance. City expects to commence performance immediately upon contract

award.

I. BIDDER PRICING FORM

1. Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Unit pricing will become the contract pricing. Only the below units of pricing may be invoiced against the City except for

a. Emergency. Emergency work orders, which maybe be billed at the basic contract rates plus 15%.

b. Evenings and Weekends. City specifically-directed performance on evenings or weekends, which may be billed at the contract rate plus 50%.

c. Special Equipment. Contractor may suggest, after contract award, and not in this Bid submission, the use of specialized equipment not otherwise specific in this Bid and priced herein. Billing rates for such equipment will be according to the FEMA Schedule of Equipment Rates found online here: Schedule of Equipment Rates | FEMA.gov, subject to additional negotiation and agreement between City and Contractor. City will have complete discretion whether to approve the use and billing of such recommended additional specialized equipment.

d. The City will not accept charges for transportation, fuel, permits, shipping, packaging, or other Contractor expense other than as specified in the Bid.

2. Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, to provide opportunity for City selection and contract award.

3. Discrepancies between unit prices quoted and extensions, the unit price will prevail...

PERSONNEL:	**Rate**	**Extended**	**Total (Rate X Extended)**
Field Supervisor/Driver:			
1. Full Day	$_____	1 day	$_____
Climber:			
2. Full Day	$_____	0.7 days	$_____
Crewman/Flagman:			
3. Full Day	$_____	5 days	$_____

Total amount for all Crew (sum of extended rates 1-5) $_____

EQUIPMENT:	**Rate**	**Extended**	**Total (Rate x Extended)**
Lift Trucks			
4. Less than 40 foot	$_____	0.5 Days	$_____
5. 40-59 foot	$ _____	1 Day	$_____
6. 60-74 foot	$ _____	1 Day	$_____
7. Greater than 75 foot	$_____	0.5 Days	$_____
8. Chipper	$_____	1 Day	$_____
9. Skid Steer			
10. Dump Truck (12 cu yd)	$_____	1 Day	$_____
11. Brush Truck (20 cu yd)	$_____	1 Da s	$_____

Total for all billed (4-11) Equipment (Sum of last Column) $_____

Total for all billed Crew and Equipment $_____

Service Contracts over $15,000, subject to Ala. §41-16-50 *et seq.* (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, _____ (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work. The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein.

ARTICLE 2. Insurance: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability insurance – public liability including premises, products and complete operations.

SAMPLE

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability - $100,000 each occurrence.
Or, (in lieu of (1) and (2) above

(3) Bodily injury and property damage combined – $500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability - $100,000 each occurrence.

(3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined – $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

ARTICLE 3. <u>Breach of Contract</u>: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage

SAMPLE

the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by reference herein.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. Method of Payment: Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

ARTICLE 11. Termination of Contract: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices: Notice for the City shall be mailed to:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602
OR
P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:

_____

_____

ARTICLE 14. Compliance with Alabama Immigration Law

By signing this contract, 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.

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

By signing this contract, Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

SAMPLE

ARTICLE 16. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER,

_____, Its _____ (title)

On behalf of _____

_____ Date

State of Alabama

_____ County

I, _____, a Notary public in and for said County, in said State, hereby certify that _____, whose name as _____ of _____, a corporation is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as _____ (corporate title) as aforesaid. Given under my hand this the _____ day of _____, 20__.

_____
Notary Public
My Commission expires on: _____

CITY,

_____ _____
Its Mayor Date

ATTEST:

_____ _____
City Clerk Date

SAMPLE

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE <u>any and all</u> ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department <u>before</u> the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)