

Do Not Return Via Email or Fax

This is Not an Order

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

Purchasing Department
and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Table with columns: DATE (8/20/2024), BID NO. (5898), DEPARTMENT (FORESTRY), Commodities to be delivered F.O.B. Mobile to: (As Specified)

This bid must be received and stamped by the Purchasing office not later than: 12:01PM, FRIDAY, SEPTEMBER 13, 2024

Main bid table with columns: QUANTITY, ARTICLES, UNIT, UNIT PRICE (Dollars, Cents), EXTENSION (Dollars, Cents). Article: TREE REMOVALS

TOTAL

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

State delivery time within \_\_\_ days of receipt of P.O.

Firm Name \_\_\_\_\_

Typed Signature \_\_\_\_\_

By \_\_\_\_\_

We will allow a discount \_\_\_% 20 days from date of receipt of goods
and correct invoice of completed order.

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/](http://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](http://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/](http://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

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Page 2 of 3	<p style="color: red; font-size: small;">Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.</p> <p>The following is required and must be filled in:</p> <p>Registration Number with Secretary of State Office _____</p> <p>City of Mobile Business License Number _____</p> <p>E-Verify Enrollment Number _____</p> <p>Insurance Carrier can provide Certificate of Insurance for City requirements within one (1) day of notification: YES _____ NO _____</p> <p>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.</p> <p>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.</p> <p>Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: <a href="http://cityofmobile.org/bids">cityofmobile.org/bids</a>. Look under <b><u>Bid #5898</u></b>.</p> <p>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.</p> <p>This is a sealed bid; your response must be in a sealed envelope that has <b>your company name</b> on the outside along with either the date and time of the bid opening, <b><u>12:01 P.M., Friday, September 13, 2024</u></b>, or the <b><u>Bid #5898</u></b>.</p> <p>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 <b><u>12:01 P.M., Friday, September 13, 2024</u></b>.</p> <p>Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.</p> <p>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.</p>					
			<b>TOTAL</b>			

**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 completed order.

# BID CONTINUATION SHEET

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3					
	<p>Any bids delivered after <b>12:01 P.M., Friday, September 13, 2024</b> will be returned unopened.</p> <p>All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at <a href="http://immigration.alabama.gov/">http://immigration.alabama.gov/</a></p> <p>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.</p> <p>Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: <a href="http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx">www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx</a>. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.</p> <p>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).</p> <p>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.</p> <p>State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.</p> <p><b>CONE OF SILENCE.</b> From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.</p> <p>If you have any questions, please contact <a href="mailto:purchasing@cityofmobile.org">purchasing@cityofmobile.org</a>.</p> <p><b>TO BE AWARDED ALL OR NONE</b></p>					
			<b>TOTAL</b>			

**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 completed order.

## **Location: North Side of Old Shell Road between Myrtlewood Lane & Batre Lane**

**Project Overview:** The City of Mobile is seeking bids from qualified contractors for the removal of designated water oaks (*Quercus nigra*), laurel oaks (*Quercus laurifolia*), and red oaks (*Quercus rubra*) located on the north side of Old Shell Road between Myrtlewood Lane and Batre Lane. This project includes the complete removal of trees, associated debris, and the cutting of stumps flush with the ground level.

### **Scope of Work:**

#### **1. Tree Removal:**

- **Trees to be Removed:** All water oaks, laurel oaks, and red oaks as marked by the City of Mobile within the specified project area.
- **Removal Process:** Trees must be safely and completely removed, ensuring minimal disturbance to the surrounding area.

#### **2. Debris Removal:**

- **Debris Handling:** All tree debris, including branches, leaves, trunks, and smaller vegetative matter, must be collected and removed from the site.
- **Disposal:** The contractor is responsible for the legal disposal of all debris at an appropriate facility. The method of disposal or the location must be specified in the bid.

#### **3. Stump Treatment:**

- **Stump Cutting:** Stumps are to be cut flush with the ground level. No grinding or complete removal of stumps is required unless specifically noted otherwise.

### **Standards and Compliance:**

#### **1. Industry Standards:**

- **ANSI A300:** The contractor must adhere to the ANSI A300 standards for tree care operations, ensuring all pruning, cutting, and removal practices are performed in accordance with these guidelines.
- **ANSI Z133:** All safety practices must comply with the ANSI Z133 standards, which cover safety requirements for arboricultural operations. This includes the use of personal protective equipment, safe work procedures, and equipment safety.

#### **2. Ordinance Adherence:**

- All work must comply with the City of Mobile's tree management practices and any applicable state or local regulations concerning tree removal in public areas.

#### **3. Environmental Considerations:**

- The contractor is responsible for protecting the surrounding environment and infrastructure during the removal process. Measures should be in place to avoid damage to nearby trees, structures, and utilities.

**Contractor Requirements:**

**1. Qualifications:**

- **Arborist Requirement:** The contractor must have a certified arborist on staff who will oversee the project and ensure that all work is performed according to best practices in arboriculture.
- **Experience:** The contractor must have substantial experience in urban tree removal, particularly with large, mature trees in public right-of-ways.

# **SPECIFICATIONS FOR DAUPHIN STREET PRUNING AND REMOVAL**

## **I. SCOPE OF WORK**

### **A. – BASE BID**

1. **Tree Pruning:** Prune trees along the specified roadway to a height of 16 ft on minor streets, 16 ft on major streets, from the road surface and 9 ft on the sidewalks/surfaces and remove all dead branches, preserving natural crown shapes where feasible. For this bid, the specified roadway is:

To include and service roads (both sides) running along the side and parallel to the main street.

2. **Tree Removal:** Remove all trees in the right-of-way along the specified roadway above, marked by the City for removal, that show advanced biological issues, those that are structurally weak, and those that risk failure if pruned to required specifications. Work shall include removal of both the tree and the stump.

### **B. – TO INCLUDE**

1. **Tree Pruning over Sidewalks:** Prune branches over the sidewalk to a height of nine feet (9') along the specified roadways above.

## **GENERAL FOR ALL:**

**Debris Hauling:** Vendor responsible to Remove all debris associated with tree pruning and/or removal activities. All debris to be removed within 24 hours.

**Traffic Control:** Vendor responsible to Provide and implement a traffic control plan.

## **II. QUALIFICATIONS AND STANDARDS**

### **A. CONTRACTOR QUALIFICATIONS**

1. Contractor shall have an ISA Certified Arborist on staff. ISA Certified Arborist must be on site, providing daily guidance for quality control.
2. Contractor shall have at least five (5) years of experience as a contractor in the field of urban forestry maintenance work.

3. Contractor's field supervisor shall have knowledge of the natural habits of the trees so that their natural crown shapes will be preserved when removing any of the wood (branches, leaders, etc.).
4. Contractor must have uniformed staff and identifiable equipment.
5. Contractor must be able to demonstrate to City, upon request, adequate resources, equipment, and experience to complete the work in a safe, efficient, correct, and timely manner.
6. Contractor is required to have a relevant, current, City of Mobile business license to be a responsible bidder and qualified and eligible for selection. Contractor will also be required to register as a vendor with the City of Mobile before beginning contract performance.
7. Contractor will 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 Bid and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Bid, 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 Quote or any activities conducted pursuant thereto, Contractor 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.
8. Contractor will be required to carry insurance in the following minimum amounts, naming the City as an additional insured, and to demonstrate evidence of such insurance to the City within five days of notification that Contractor is notified of bid award.
  - a. General Liability insurance- public liability including premises, products and complete operations.
    - (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.  
Or, (in lieu of(1) and (2) above)  
Bodily injury and property damage combined-  
\$500,000 per occurrence

c. Statutory Workers Compensation.

9. Equal opportunity: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-030 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.

10. Contractor 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 purchase order and shall be responsible for all damages resulting therefrom.

11. Contractor will not currently be 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

## B. PERFORMANCE STANDARDS AND COMPLIANCE

1. Contractor agrees to follow all applicable provisions of state and city laws concerning tree work, including Chapter 65 of the Code of Ordinances of the City of Mobile.
2. Contractor shall arrange work so that sidewalks and streets will be safely passable. Contractor must comply with existing traffic ordinances and coordinate directly with City of Mobile for any traffic control or vehicular problem.. Contractor must submit a Traffic Control Plan at least two working full days prior to proceeding when working in the roadway or performing any activities that will affect traffic. Contractor may contact

Butch Ladner, City of Mobile Traffic Engineering, at (251) 208-2960 or 2972 to discuss traffic control requirements. Contractor must assist motorists w/flagging per MUTCD ([www.mutcd.fhwa.dot.gov](http://www.mutcd.fhwa.dot.gov)) guidelines if needed (when working close to but not in the roadway). If Contractor is working close to the roadway but not actually in the road, flagging may be needed if motorists cannot see oncoming traffic due to Contractor equipment blocking the line of sight.

3. All work shall be completed in accordance with the American National Standards Institute (ANSI) A300 standards.
4. The work under these specifications shall be for pruning and removal of City-owned trees. "Pruning" is defined by the Tree Care Industry Association to be the selective removal of plant parts to achieve defined objectives. "Removal" shall include both the tree and the stump.
5. All low branches over the street shall be pruned to provide a clearance of 18 (eighteen) feet from the road surface. All pruning shall use the three-cut method. No stubbed limbs shall be left behind in the tree. If it is not possible to cut a limb 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 in diameter must be pre-cut to prevent splitting.
6. All stumps are to be ground such that they are mowable. All stumps that result from tree removal operations shall be ground out and removed. Stumps and visible surface roots must be ground to six inches below ground line. Upon conclusion of stump grinding, all resulting holes, indentations, etc, shall be backfilled by the Contractor so that the work site conforms to the surrounding area.
7. Contractor must follow the safety requirements of ANSI Z133, sections 1, 2 and 3.
8. Contractor shall notify all public service utilities to resolve conflicts concerning their property.
9. Contractor may not work on trees impacting power lines unless Contractor is power line-clearance certified by Alabama Power. A non-certified Contractor is responsible to work directly with Alabama Power to clear any such impacted trees or limbs.
10. All loads of debris must be covered and tied down with tarpaulins or equal when transported on public streets.

11. The Contractor shall make sure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project. Worksites must be broom-swept clean on streets and sidewalks. The City of Mobile will assist with street sweeping.
12. Contractor may work weekdays and on Saturday, between the hours of 9:00 am and 4:00 pm.
13. Vendor shall take all of tree to include the chips from grinding of the stump. Do not leave any debris behind, even if asked by neighbors.
14. "One Call" should be notified to come mark utilities.
15. If live wires are in the way, notify the City and power company.
16. If access is needed to private property, the vendor will need to coordinate with the property owner.
17. Permits are not needed for the trees/locations on the bid.

**C. TIMELINE AND WORKPLAN, REPORTS AND INVOICING**

1. Contractor will work under the direct supervision of the City of Mobile Urban Forester.
2. Unless otherwise agreed to by City, Contractor is to complete all work within 60 days of contract execution.
3. Contractor is to provide an overall work plan prior to beginning work, and daily reporting of areas being worked and crews employed.
4. Contractor may elect to submit and be paid by weekly, every-other week, or end of project invoicing. Invoices will be submitted to City of Mobile Public Services Department, 1900 Hurtel Street, Mobile Alabama, 36604, or by email upon mutual agreement of City and Contractor.
5. Contractor's invoice must include written verification by its ISA Certified Arborist that the work was completed in compliance with ANSI 300A standards.

### III. BID SUBMISSION

- A. Bids will be a lump sum to complete the entire project within the time allotted. The lowest priced responsive bid from a responsible contractor will be awarded the bid.
- B. No bid, performance, or labor/materials bonds are required.
- C. Requests for information (RFI's) shall be submitted in writing to [Purchasing@CityofMobile.org](mailto:Purchasing@CityofMobile.org) no later than three (3) business days prior to the Bid submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the Contractor on the Bid forms. Failure to acknowledge Addenda may result in disqualification of the bid.
- D. A properly submitted Bid must include:
  - 1. Signed completed bid package to include a complete copy of these bid specifications and completed pricing.
  - 2. Copy of Bidder's City of Mobile business license.
  - 3. Name and credentials of Bidder's certified arborist that will supervise Bidder's performance of the work.
  - 4. Sealed envelope containing the above bid documentation with a notation indication the Bid number and the bid due date and time.
- E. A City of Mobile Business License is required and must be current at time of submitting a Bid, and throughout contract period.
- F. The successful bidder will be required, within no less than five calendar days upon notice of award, complete the following actions
  - 1. Register as a vendor with the City of Mobile.
  - 2. Submit proof of enrollment in the Federal E-Verify program
  - 3. Provide Certificate of Insurance, naming the City as an additional insured along with all endorsements in accordance with City of Mobile Insurance Requirements



## **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 any and all 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 before 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)**