

# SEALED BID

# CITY OF MOBILE

# BID SHEET

**Do Not Return Via Email or Fax**

**Purchasing Department  
and Package Delivery:**

**This is Not an Order**  
.....

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

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

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

Typed by: lw Buyer: 002

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

DATE 01/08/2025	BID NO. 5929	DEPARTMENT Urban 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: 12:01 PM, Friday, January 24, 2025**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center"><b>TREE PLANTING PROJECT ON AIRPORT BLVD (I-65 To McGregor Avenue)</b></p> <p>Vendor to provide and plant twenty-two (22) 30-gallon container-grown trees on Airport Boulevard between I-65 and McGregor Avenue as per the following and attached specifications.</p> <p>Vendor will provide trees as per City of Mobile Right Tree, Right Place List.</p> <p>Total Project Price \$ _____</p> <p>Vendor to have City of Mobile Business License.</p> <p>Vendor to have General Contractor's License.</p> <p><b>There will be no pre-bid meeting for this bid.</b></p> <p>Vendor will be responsible for traffic control in workzone.</p> <p>Vendor will be responsible for care and maintenance of trees for a 1-year period following award of this bid.</p> <p>City will pay vendor 70% of bid price at conclusion of planting, 15% at 6-month point, and 15% at conclusion of 1-year maintenance period.</p>					
	Page 1 of 3		<b>TOTAL</b>			

**RETURN ONE SIGNED COPY OF THIS BID  
IN ENCLOSED ENVELOPE**

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

Phone Number \_\_\_\_\_  
Email Address \_\_\_\_\_

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

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

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 reassigned 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 Alabama, 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
<p>Page 2 of 3</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>						
			<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 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
	<p>Page 3 of 3</p> <p>If you have any questions, please feel free to contact the Purchasing Department at <a href="mailto:purchasing@cityofmobile.org">purchasing@cityofmobile.org</a>.</p> <p><b>Please remember to sign and return this original bid.</b></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.

# Specifications for Tree Planting Project on Airport Blvd (I-65 to McGregor Ave)

## Overview

This project involves planting trees along Airport Boulevard's right-of-way in Mobile, Alabama. The contractor will source, transport, plant, fertilize, and maintain the trees for one year. Trees must be selected from the City of Mobile's **Right Tree, Right Place** list and meet specific size and quality standards, including a minimum of **30-gallon container-grown** trees. A total of 22 30-gallon trees will be placed in identified locations in medians between Airport Boulevard and its service road, between Western America drive to the east and Azalea Road to the west in the approximate locations identified by yellow circles on the attached maps. (Exhibit 1).

## 1. Contractor Responsibilities

### a. Procurement and Transportation:

- (1) The contractor will source trees grown in **30-gallon containers**, ensuring they meet specified size and health requirements.
- (2) Transport trees to the designated planting sites with proper handling to avoid damage to roots or canopy.

### b. Planting:

- (1) Contractor will develop a planting schedule and coordinate with the City Urban Forester for review and approval. Changes must be approved by the Urban Forester in advance of any work. Approval of the siting plan is at the City's sole discretion
- (2) Contractor must complete all plantings within 45-days of contract award.
- (3) Trees will be planted following ANSI A300 (Part 6) standards, ensuring proper techniques, depth, and spacing. Contractor is responsible for ensuring clearance from any obstructions or underground utilities.
- (4) Trees must be located in the mapped positions.
- (5) Contractor is responsible for all traffic control required to complete the work.

c. **Fertilization:** Contractor must provide to the City, and execute, a fertilization plan in accordance with ANSI A300 (Part 2) standards.

d. **Watering:** Contractor will implement a watering schedule for one-year post-planting to ensure proper establishment and health of the trees.

## 2. Tree Specifications

### a. Species Selection:

- (1) Trees must be chosen from the **Right Tree, Right Place** list, which aligns with the City of Mobile's guidelines for appropriate species in urban settings.
- (2) Recommended species include:
  - (a) **Overstory Trees:** Live Oak (*Quercus virginiana*), Shumard Oak (*Quercus shumardii*), Southern Red Oak (*Quercus falcata*).
  - (b) **Understory Trees:** Dogwood (*Cornus florida*), Redbud (*Cercis canadensis*), Japanese Maple (*Acer palmatum*).

### b. Size and Condition:

- (1) Trees must be **container-grown in 30-gallon containers** and meet ANSI Z60.1 nursery stock standards .
- (2) Trees must be healthy, uniform in shape, and free of pests or diseases.

### c. Spacing and Placement:

- (1) Overstory trees must be spaced 30-50 feet apart.
- (2) Understory trees must be spaced 10-20 feet apart.
- (3) Trees must not be planted under utility lines, within 10 feet of sidewalks, or within 15 feet of freestanding signs unless otherwise approved .

## 3. Planting Guidelines

### a. Site Preparation:

- (1) Prepare planting pits wide and deep enough to accommodate the root ball of the container-grown tree, allowing sufficient space for root growth.
- (2) Ensure soil is well-aerated and free of debris, adhering to ANSI A300 (Part 6) standards.

**b. Planting Depth:** Trees must be planted with the trunk flare at or slightly above finished grade to avoid root collar issues .

**c. Mulching:** Apply a 2-4 inch layer of organic mulch around the base of the tree, keeping it 2-3 inches away from the trunk to prevent rot and pest infestations .

**d. Staking:** Stake trees only when necessary for stability. Stakes must be removed after one year to prevent girdling .

#### **4. Maintenance**

- a. **Watering:** Trees must be watered weekly or as needed, based on weather conditions, to maintain consistent soil moisture without waterlogging.
- b. **Pruning:** Pruning should be limited to the removal of dead, damaged, or diseased branches at planting, in accordance with ANSI A300 (Part 1) standards .
- c. **Monitoring:** Trees must be inspected regularly for signs of stress, pests, or disease. Any issues identified must be addressed promptly.

#### **5. Compliance with Local Regulations**

##### **a. Permits and Licenses:**

- (1) Contractor must obtain all necessary permits for planting in the right-of-way from the City of Mobile.
- (2) Contractor must have experience in right-of-way tree placement and landscaping, and hold a General Contractor's license in one of the following areas: (SC) Specialty Construction Landscaping, (HS) Highways & Streets or a (HS-S) Highways & Streets Specialty Construction, or (MU) Municipal & Utility.
- (3) Contractor must have appropriate certifications to commercially apply fertilizers and pesticides appropriate to the

- b. **Critical Root Zone (CRZ):** Contractor must protect CRZs of existing trees during all planting activities. Heavy equipment and materials must not be stored within the CRZ .
- c. **Utility Clearance:** Contractors must plant trees at safe distances from overhead and underground utilities unless otherwise approved by the City .

**6. ANSI Standards and Best Practices :** The following ANSI standards must be adhered to during the project:

- a. **Planting and Transplanting:** ANSI A300 (Part 6).
- b. **Fertilization:** ANSI A300 (Part 2).
- c. **Pruning:** ANSI A300 (Part 1).
- d. **Nursery Stock:** ANSI Z60.1.

#### **7. Warranty and Accountability**

- a. **Warranty Period:** The contractor shall provide a **one-year warranty** for all trees planted. During this period, the contractor will replace any trees that fail due to improper planting, handling, or maintenance.

b. **Reporting:** Contractor must provide monthly maintenance and inspection reports to the City's Urban Forester, detailing the condition and care of the trees.

## 8. Additional Terms and Conditions

a. **Form of Purchase:** City will issue Contractor a Purchase Order, incorporating the terms of these Bid specifications. Contractor may invoice and will be paid upon completion of all work to the satisfaction of the City.

b. **Insurance:** Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive minimum insurance coverage amounts 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 submit to City, as proof thereof, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama. 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:

(1) General Liability insurance – public liability including premises, products and complete operations in the following amounts.

Bodily injury liability: \$250,000 each person, \$500,000 each occurrence, and

Property damage liability - \$500,000 each occurrence.

Or, bodily injury and property damage combined \$1,000,000 per occurrence

(2) Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles in the following amounts.

Bodily injury liability: \$250,000 each person, \$500,000 each occurrence, and

Property damage liability - \$500,000 each occurrence.

Or, bodily injury and property damage combined \$1,000,000 per occurrence

(3) Statutory Workers Compensation Insurance.

(4) Professional liability insurance \$1,000,000.00 per event.

c. **Indemnification:** 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 work and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of the work, 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 the described work or any activities conducted pursuant thereto, Contractor will 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 Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising associated with the described work.

**d. Miscellaneous:**

(1) Contractor, 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 Contractor provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

(2) 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.

(3) City and Contractor 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. A 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.

(4) Contractor will not 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.

(5) No Performance or Labor/Materials bond is required.

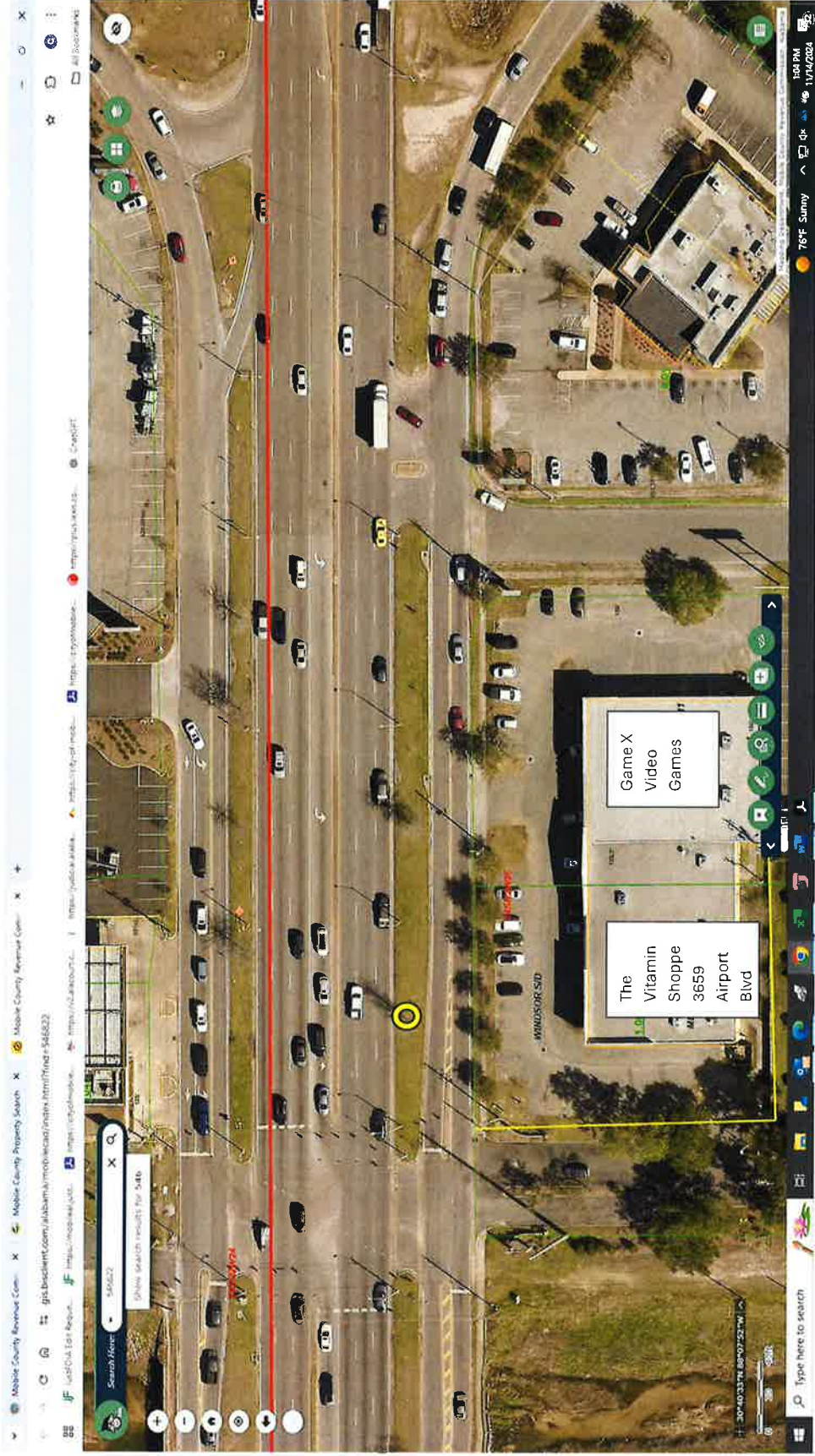
**9. Bid Submission and Award:**

a. Bidders will provide a single price for the entire job.

- b. Bidders must sign the bid and indicate the correct legal corporate name.
- c. Bidders must provide documentation of their contractor's license, including specialty and license number, which license must be the same name as the bidder.
- d. Bidders must provide two examples of similar right of way landscaping and planting projects that they have completed.
- e. A bid bond is not required.
- f. Overall lowest responsive bid by a responsible bidder will be awarded the bid. Local vendor preference authorized in accordance with Ala. Code 41-16-50 may apply.



Exhibit 1 Approximate Tree Map Locations.

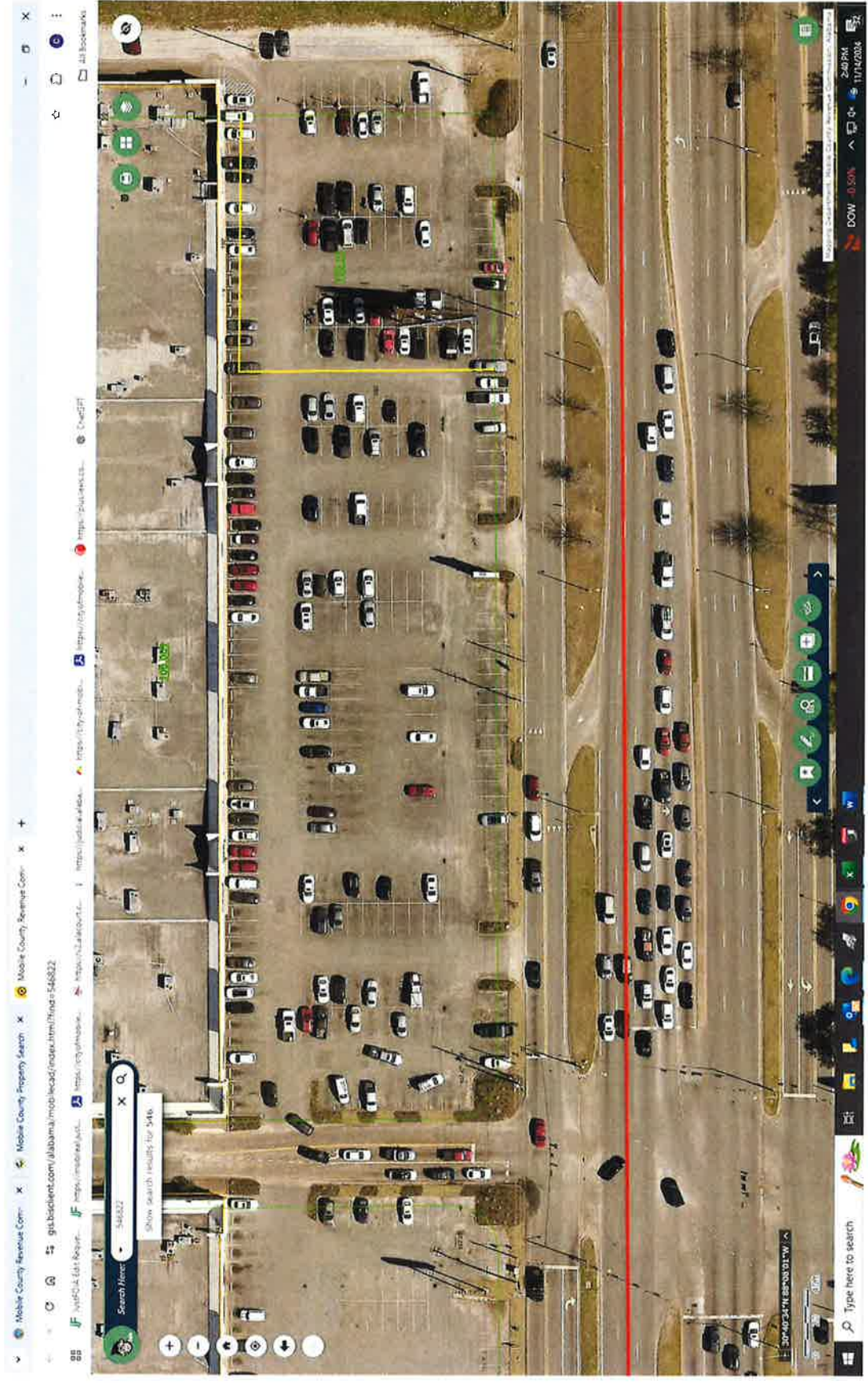


○ - Indicates tree (subsequent to this photo tree was removed) -- site for replacement tree to be planted



WEST

EAST



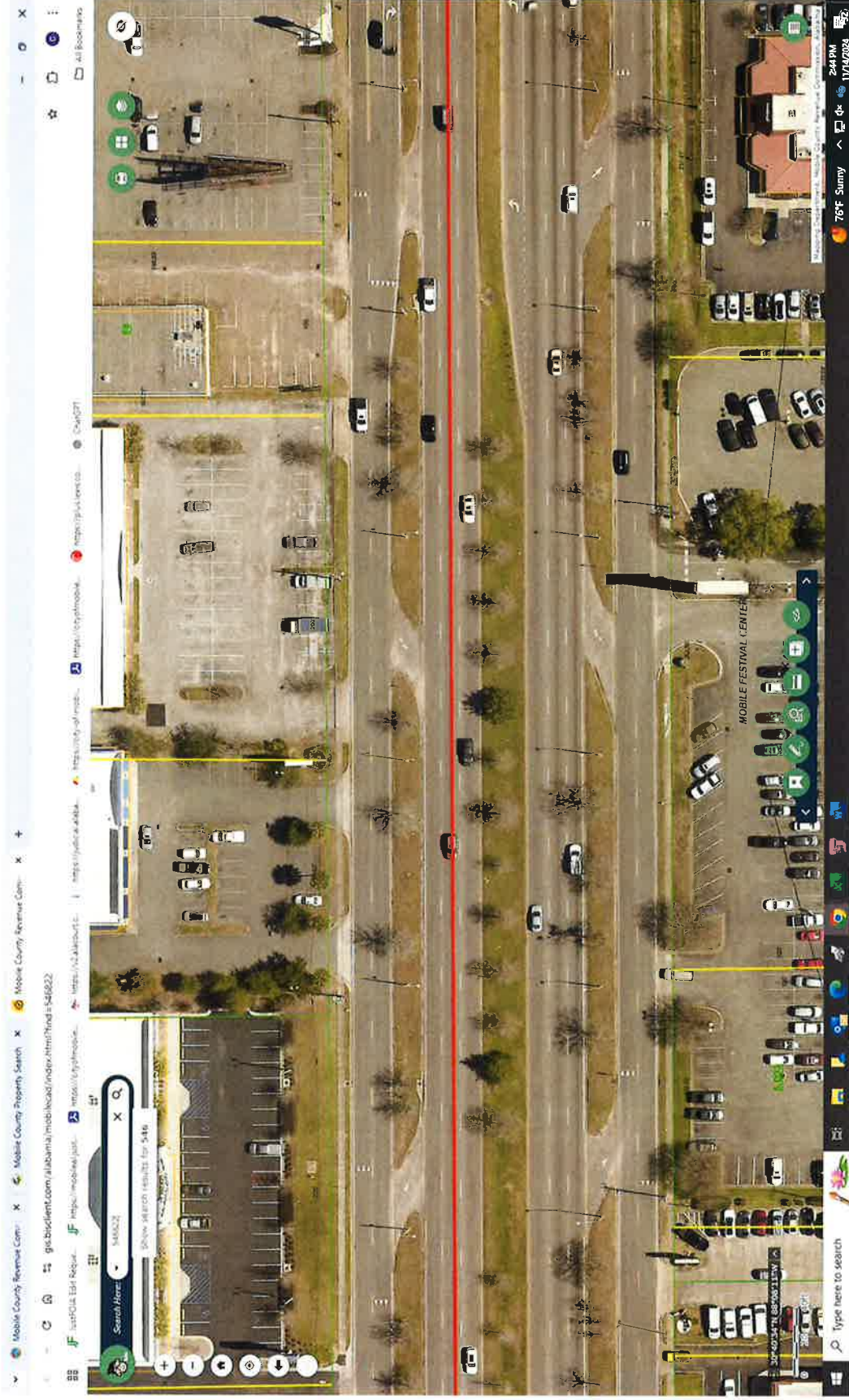
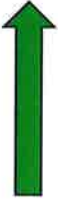
○ - Indicates tree (subsequent to this photo tree was removed) -- site for replacement tree to be planted



WEST



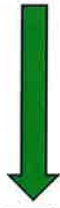
EAST



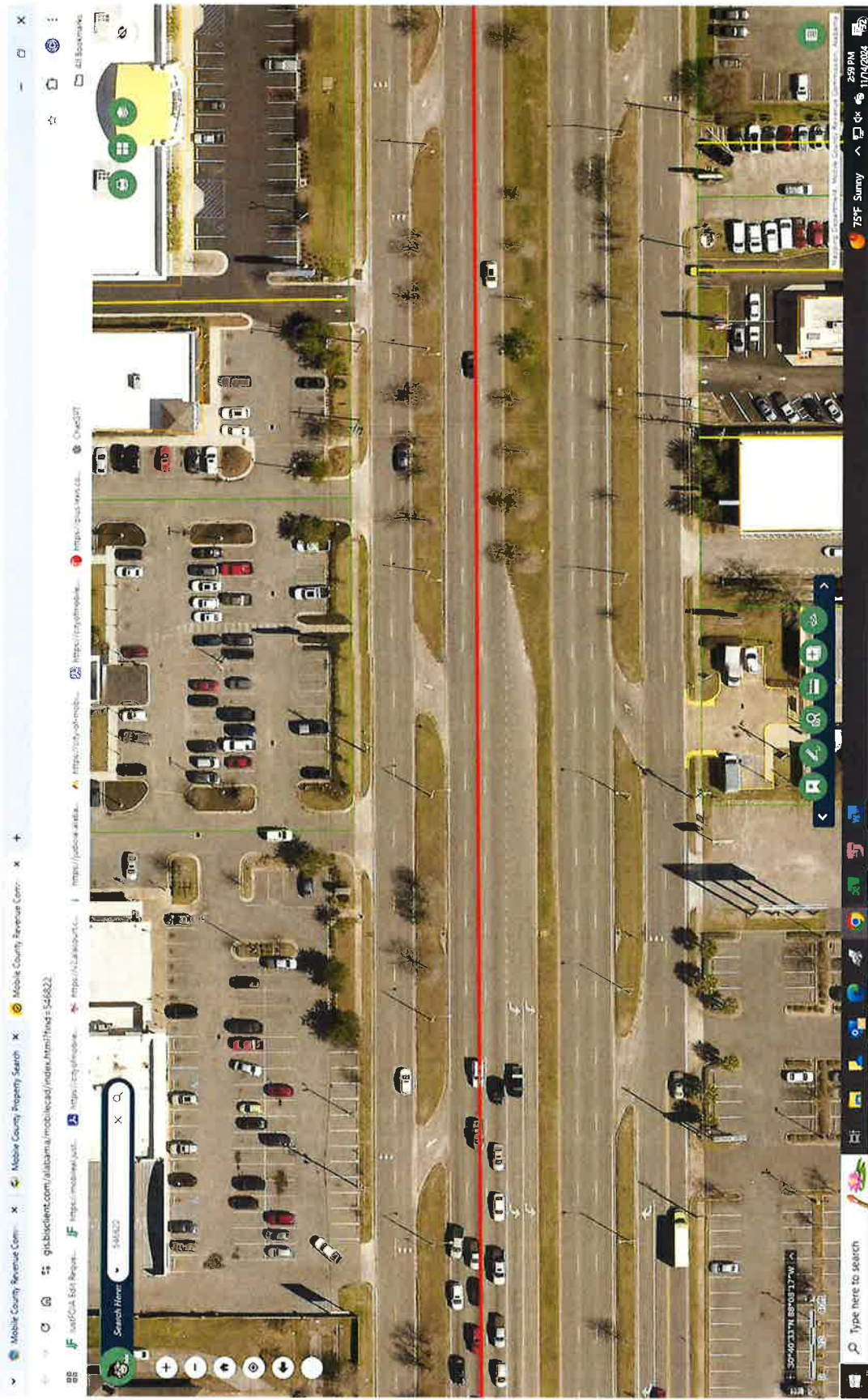
○ - Indicates tree (subsequent to this photo tree was removed) -- site for replacement tree to be planted



WEST



EAST



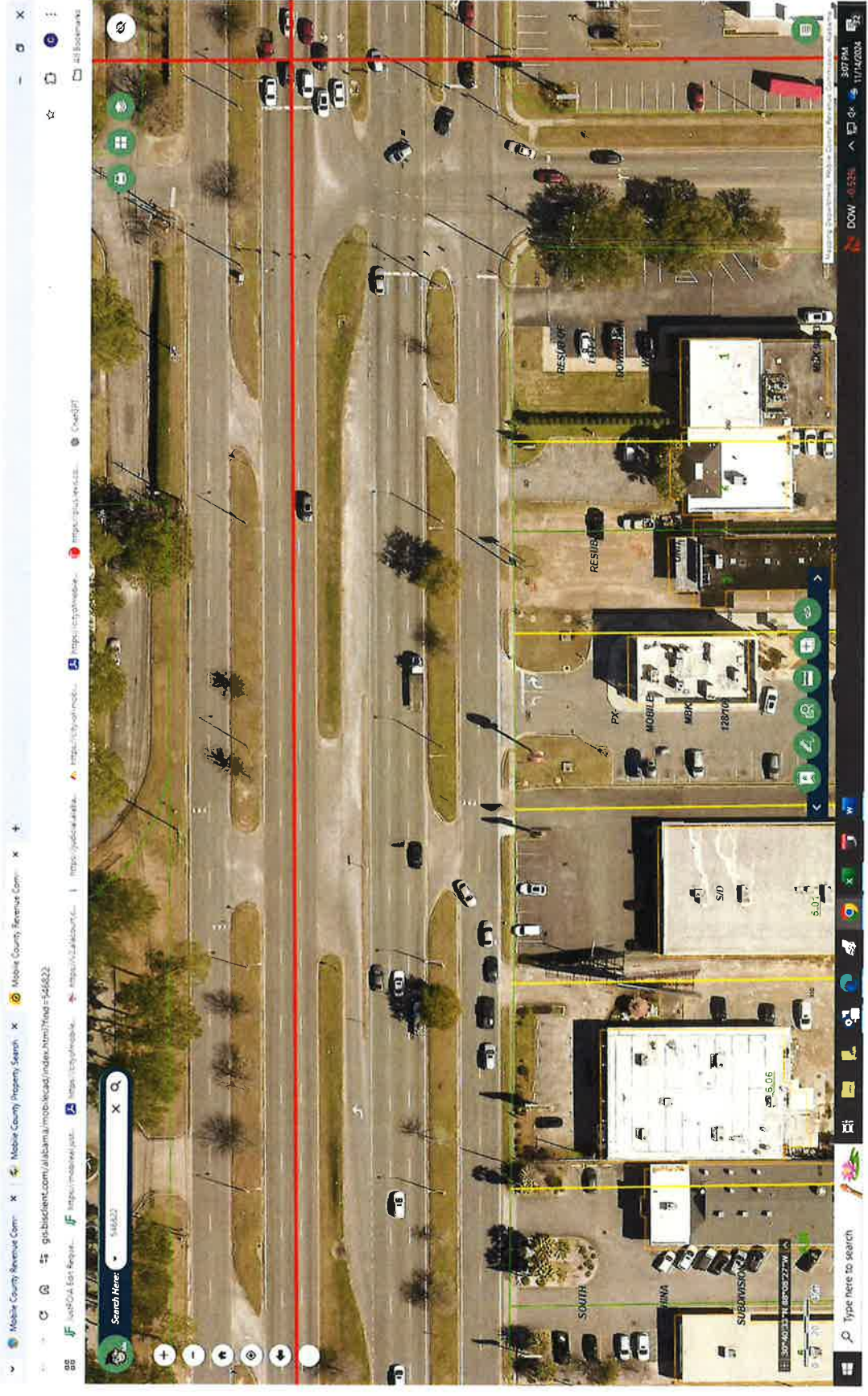
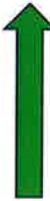
Indicates tree (subsequent to this photo tree was removed) -- site for replacement tree to be planted



WEST

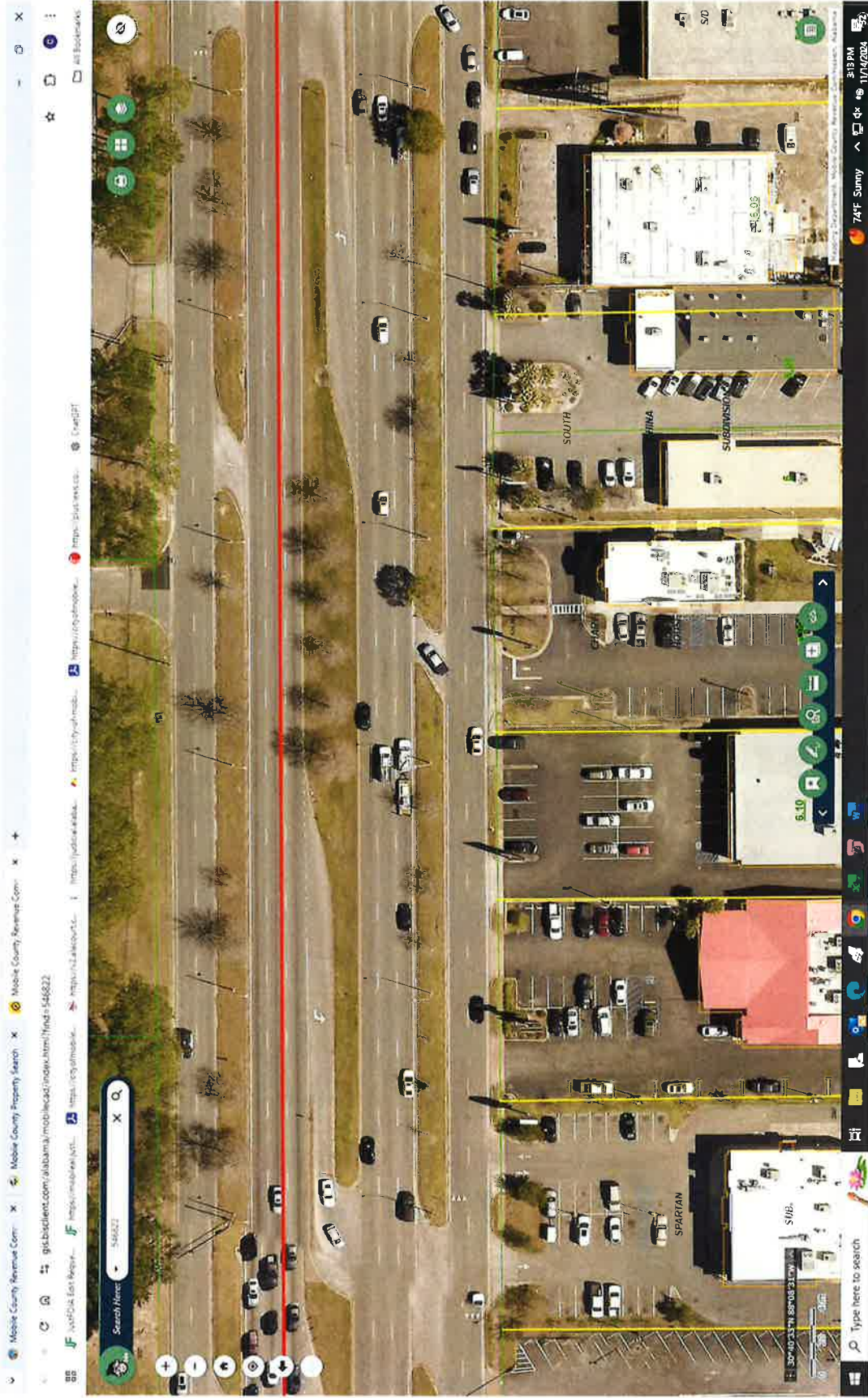


EAST



Indicates tree (subsequent to this photo tree was removed) -- site for replacement tree to be planted





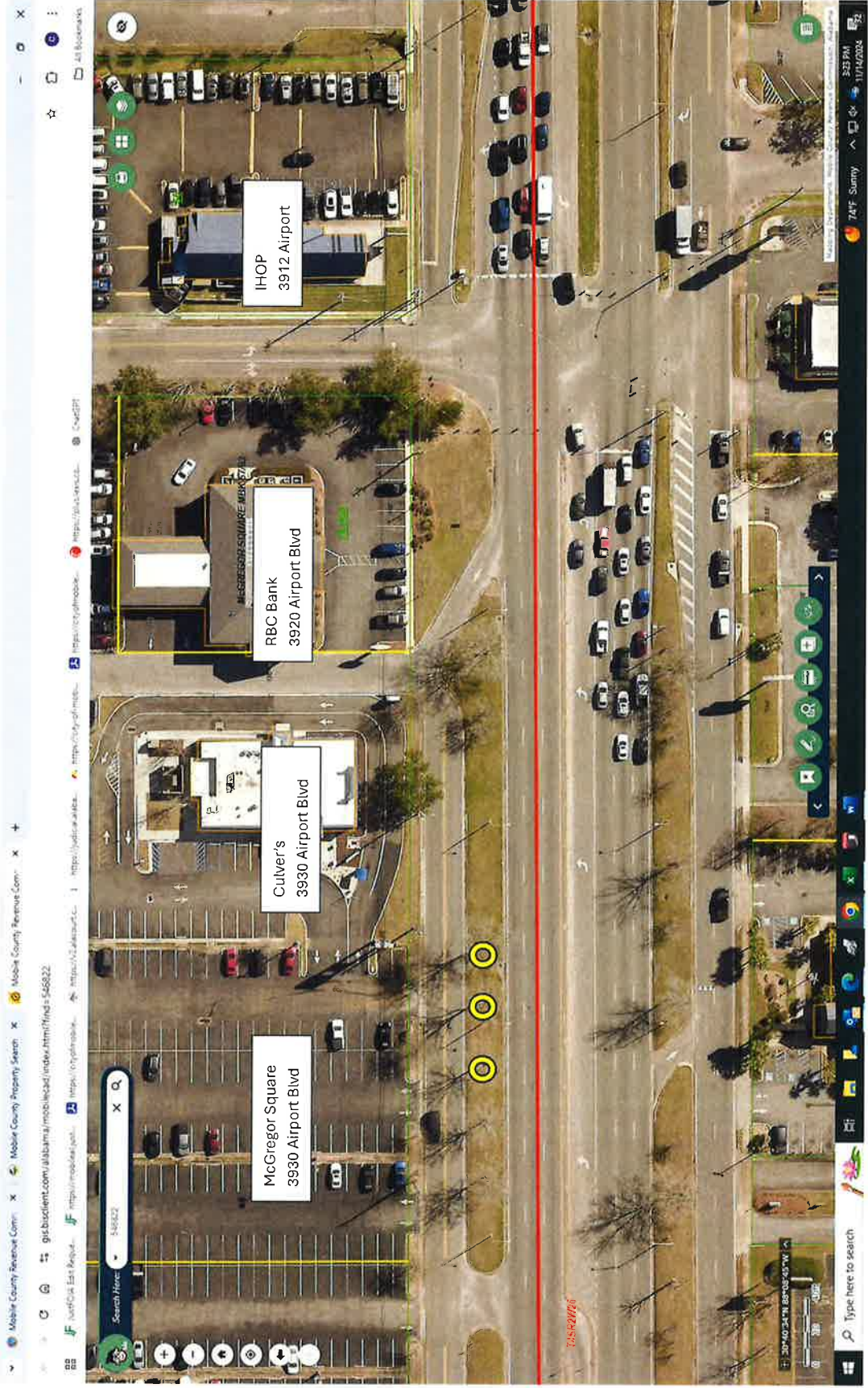
⊙ Indicates tree (subsequent to this photo tree was removed) -- site for replacement tree to be planted



WEST



EAST

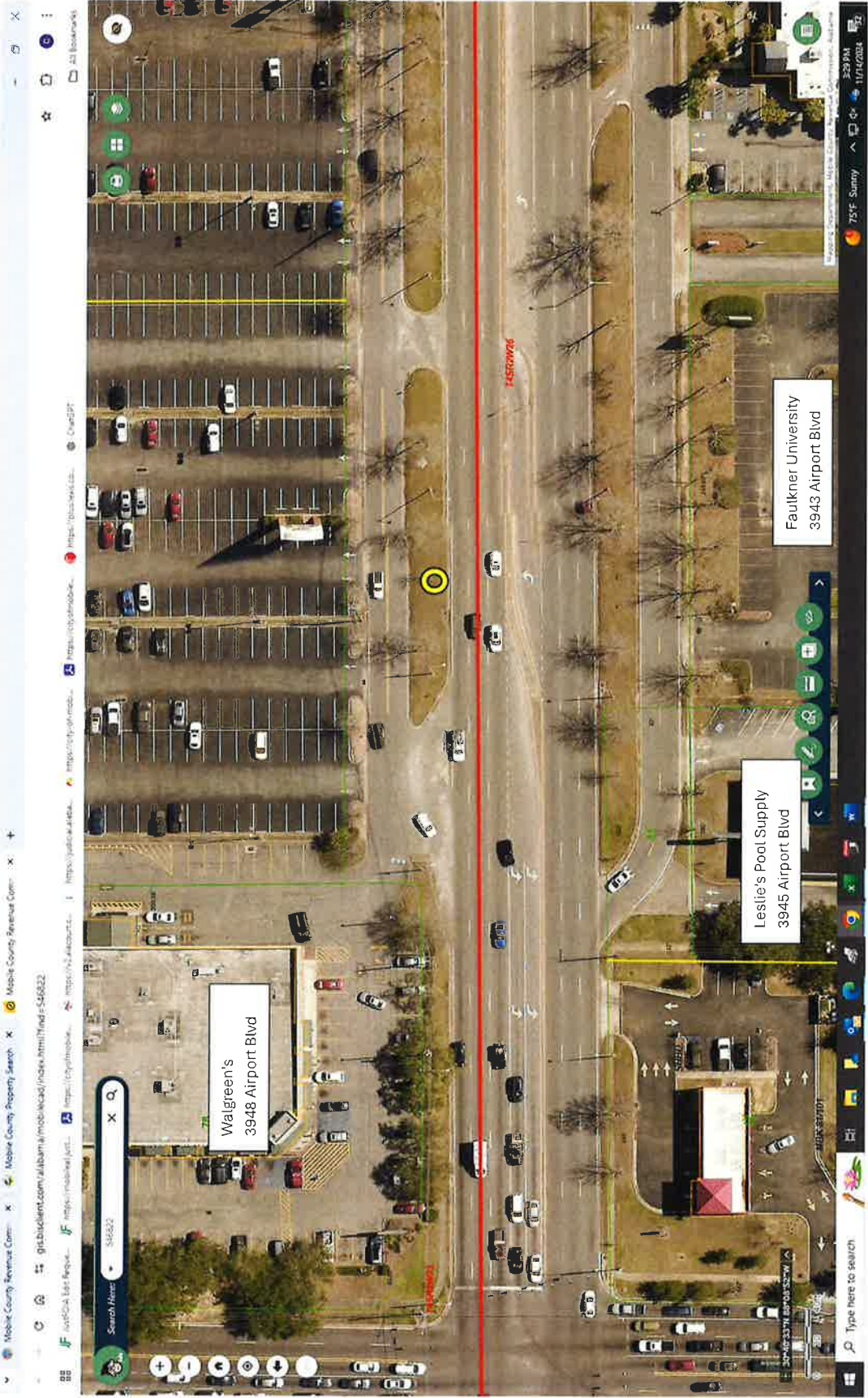


⊙ Indicates tree (subsequent to this photo tree was removed) -- site for replacement tree to be planted



WEST

EAST



○ Indicates tree (subsequent to this photo tree was removed) -- site for replacement tree to be planted



## 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)