**BID 23-22**

**CITY OF ALEXANDER CITY, ALABAMA**

**LIGHTS AND POWER DEPARTMENT**

**TREE TRIMMING SERVICES**

The City of Alexander City, Alabama, is requesting bids for tree trimming services for the lights and power department, per the attached specifications. A full copy of the bid and all addendums may be obtained at [<https://alexandercityal.gov/rfps>]. Proposals must be submitted in writing to the Alexander City Clerk’s office no later than July 24th, 2023. All proposals bid number, general contractor’s license number, and opening date on the outside of the envelope. Proposals must be mailed or hand delivered to the address below. No proposals will be allowed to be submitted via fax or email.

Pre-Qualifications: All proposals of $50,000.00 and more must be submitted by a general contractor who is licensed in the State of Alabama or state of reciprocity.

**ADDRESS ALL RETURN ENVELOPES TO:** CITY OF ALEXANDER CITY

 CITY CLERK’S OFFICE

 281 JAMES D NABORS DR

 ALEXANDER CITY, ALABAMA 35010

**BID SOLICITATION SCHEDULE**

Public Notice of Bid: July 10th, 2023

 Question Submission Deadline: July 18th, 2023, 5:00pm CST

 Bid Due Date: July 24th, 2023 2:00pm CST

 Evaluation Period: July 24th – August 4th, 2023

 Anticipated Award Date: August 7th, 2023

**Contract Terms and Conditions**

The City of Alexander City will publicly open and read aloud all bids on the date and time listed above. Bids are to be opened by the City Clerk at City Hall located at 281 James D Nabors Dr, Alexander City, Alabama. Bidders and authorized representatives are invited to be present at any bid opening.

Bids of $50,000.00 or more **MUST** have the bidder’s General Contractors License number listed on the outside of the envelope. Failure to do so will render the bid null and void. The City recognizes licenses issued by the state of Alabama and states of reciprocity. (Tennessee, Mississippi, Louisiana, and Arkansas)

Bids shall not be modified after the opening. Prices and notations should be in ink or typewritten on the form provided by the owner. All bid prices must be fully extended. Bids must conform to any attached detailed specifications to be eligible for consideration.

The start date of the contract shall begin on the date of the bid approval by the awarding authority. The anticipated award date for this contract is August 7th, 2023.

All proposed contract services shall be firm for a minimum of 90 days after the opening date.

All Federal, State, and Local License and Fee requirements will be applicable.

All prices and percentages must be firm for the full term of the contract.

Contractor must grant the City of Alexander City a 30-day net payment terms without penalty.

The City of Alexander City prefers contractors that provide a sole source responsibility for all products and services provided under a resulting contract. If the proposer requires the use of a third-party dealer, reseller or subcontractors to provide products or services, the proposer shall list the third party to be used and address how the products or services will be delivered.

In accordance with the State of Alabama Law, a 3% variance consideration may be given to those vendors located within the City of Alexander City, City Limits and Police Jurisdiction.

Bidders must be enrolled and in full compliance with the E-Verify Program and all requirements of Alabama Immigration law, Act 2011-535 (also referred to as the “Beason-Hammon Alabama Taxpayer and Citizen Protection Act”, or H.B. 658), as amended by Act No. 2012-491, including in part and effective January 1, 2012.

Proposers shall state if an indemnity clause will be required of the City by the successful bidder. Proposers shall include a sample of any indemnity clause which may be required to be signed. Type of indemnity may be justification for rejection of the proposal.

The City of Alexander City requires that the trade reference form (attached) be completed.

By Section 41-16-5, Code of Alabama 1975, with the submittal of a RFP, the prospective vendor 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.

If the vendor employs any persons in the State of Alabama, in accordance with Section 31-13-9, Code of Alabama 1975, Proposers shall demonstrate proof of enrollment in the E-verify program by completing the enclosed E-verify affidavit, or providing some other proof of enrollment. If the proposer employs persons (anywhere), the award of the bid is condition on the bidder not knowingly employing, hiring for employment or continuing to employ an unauthorized alien within the State of Alabama. Upon awarding of the contract where a written contract is to be signed, the contract will contain a provision whereby the bidder promises not to violate Federal Immigration Law.

**Questions and Communications Regarding this Bid**

All communications must be in writing, sent by email to, Joe Ray, Lights and Power Superintendent, [joe.ray@alexandercityal.gov ] Miles Hamlett, Purchasing Director [miles.hamlett@alexandercityal.gov], and Stephanie Southerland, Alexander City Clerk [stephanie.southerland@alexandercityal.gov] . The subject line of the email must include “Bid 23-22”. All questions must be received no later than July 18th, 2023 5:00pm CST.

A running response to all vendors’ questions will be provided as an addendum. The addendum can be found on the City’s website at [<https://alexandercityal.gov/rfps>].

**Evaluation**

The award will be made to the Bidder whose proposal conforms to all conditions and requirements within the specifications of this bid. In addition, the City of Alexander City reserves the right to consider the following during the evaluation period:

(a) Award bids by Lump Sum or individual items unless otherwise noted by bidder. NOTE: No purchase will be made on Lump Sum awards until individual unit prices are furnished.

(b) Award the bid to the lowest or best bidder, as determined by the Owner to be in the best interest of The City of Alexander City. Life cycle/maintenance costs will be taken into consideration.

(c) Reject any or all bids and to waive technicalities when in the opinion of the City of Alexander City the best interest of The City of Alexander City will be served.

(d) Make null and void the purchase order with the successful bidder if delivery cannot be made at the specified time.

(e) In accordance with the State of Alabama Law, a 3% variance consideration may be given to those vendors located within the City of Alexander City, City Limits and Police Jurisdiction.

(f) Ability to deliver goods and services in a timely manner.

(g) Warranty

(h) Suitability for use by the owner.

**BID 23-22**

**CITY OF ALEXANDER CITY, ALABAMA**

**LIGHTS AND POWER DEPARTMENT**

**TREE TRIMMING SERVICES**

Proposer (Vendor or Contractor) Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State, Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Total Bid Amount $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Bid Bond or Cashier’s Check included Y or N \_\_\_\_\_ (All bids of $50,000.00 or more must include a bid bond or cashier’s check drafted by an Alabama bank in the amount equal to 10% of the bid price but not to exceed $10,000.00.)

E-verify Affidavit Complete Y or N \_\_\_\_\_ / Proof of E-verify Enrollment Included Y or N \_\_\_\_\_

Trade References Provided Y or N \_\_\_\_\_

(If you are a new Vendor for Alexander City, please fill out the trade reference form.)

Proof of General Liability Insurance Included Y or N \_\_\_\_\_

($1,000,000.00 Minimum)

Will be able to begin work within \_\_\_\_\_\_\_ days of receipt of order. Approximate timeline for completion of project from start date is \_\_\_\_\_\_\_days

Non-Collusion Statement: By signing this bid form the bidder certifies that this bid is made without reference to any other bid and without any agreement, understanding, collusion or combination with any other person(s) in reference to the bid.

Signature of Bidder Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF:

COUNTY OF:

AFFIDAVIT

Before me, the undersigned authority, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(affiant) who, being by me first duly sworn, doth depose and say as follows:

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name), on behalf of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(business entity), and with lawful authority to act in its behalf, attest to the following from personal knowledge:

 1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (business entity) does not knowingly, hire for employment, or continue to employ any unauthorized aliens in the State of Alabama; and

 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (business entity) is enrolled in the E-Verify Program as shown by the attached documentation; and

 3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (business entity) does and will utilize E-Verify Program to verify the employment status of employees and potential employees according to federal rules and regulations; and

 4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (business entity) shall acquire from its subcontractors notarized affidavits that they will not knowingly employ, hire for employment or continue to employ unauthorized aliens, that they will enroll in the E-Verify Program before performing any contract work or providing any product, and that they shall attach to the affidavits, documentation establishing their enrollment in E-Verify as required by Act No. 2011-535.

Signature of Affiant

I, the undersigned Notary Public, in and for said County and State, hereby certify that whose name is signed to the foregoing Affidavit, and who is known to me, acknowledged before me on this date that, being informed of the contents of the above and foregoing affidavit, he/she as an officer of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (business entity) and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and official seal of office this ­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_.

Notary Public

**TRADE REFERENCE FORM**

**\*The completion of this form is not necessary if you have been awarded contracts or conducted business with the City of Alexander City within the last five years.**

Name of Government Organization or Business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Point of Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_

Scope of Project(s) Completed or Description of Item(s) Sold:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Government Organization or Business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Point of Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_

Scope of Project(s) Completed or Description of Item(s) Sold:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Government Organization or Business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Point of Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_

Scope of Project(s) Completed or Description of Item(s) Sold:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCOPE OF WORK AND** **SPECIFICATIONS**

The City of Alexander City is requesting tree trimming services along approximately 2.46 miles of power lines located within the “Young Acres” neighborhood of Alexander City. A map of proposed lines has been included as an attachment to this bid.

* Horizontal and vertical trimming limits – Contractor shall trim all tree limbs up to a perpendicular depth of 7.5 feet from the outer edge of the primary lines or to the edge of the right of way. The lesser of the two distances shall govern the amount to be trimmed. The contractor shall maintain this horizontal limit in a uniform manner from the ground up to the vertical limit of 60 feet. Secondary lines aka “service lines” shall not be trimmed.
* Debris Removal – The contractor shall be responsible for the cleanup and removal all debris from the jobsite. All debris shall be removed daily. If requested, the City shall provide free access to the City owned inert landfill at 1507 North Central Avenue, for final debris disposal. This service shall be requested and coordinated through the City’s Public Works office.
* Safety and Inspections – The contractor shall be responsible for the maintaining a clean and safe work zone. While “Young Acres” is in a secondary road network with no through traffic, the contractor is still expected to take all necessary precautions to safeguard traffic and citizens from harm. The City shall provide an onsite inspector to assist the contractor in determining the scope of work, fielding concerns from the general public, and determining safety concerns, but is to not be used as a laborer by the contractor. The inspector shall also be responsible for the determination of the contract adherence and completion for payment purposes. If the inspector identifies a safety concern, the contractor must stop work and remediate the concern immediately.
* Damage and Repairs – It shall be the contractor’s responsibility to repair all damages to property, regardless of ownership, to the extent that the contractor is at fault or responsible for the cause of the damage. All repairs shall be completed prior to the final payment of the contract.
* It is highly recommended that any potential bidder, conducts a sight survey prior to submittal of a bid. Bidder should contact Joe Ray, Lights and Power Superintendent (email above) to schedule a date and time for survey.
* Contractor shall be responsible for provision and safeguard of all related labor, tools, equipment, and miscellaneous materials and supplies used in relation to this project for the scope of work listed above.
* Monthly payment request for completed work may be requested once the inspector has signed off and ownership has been transferred. Payments are to be submitted to the City’s finance office, and Net 30 payment terms shall be granted without penalty. Invoices can be sent by email to AP@alexandercityal.gov or by mail to:

City of Alexander City

Attn: Accounts Payable

281 James D Nabors Dr.

Alexander City, AL 35011