



PURCHASING OFFICE

January 21, 2022

Dear Madam/Sir:

REF: RFP 3078-2022 Tree Trimming Services

Subject specifications for **ASU BID #3078-2022 Tree Trimming Services** are forwarded for your consideration/bid proposal. Your "sealed bid/proposal" (i.e., in a sealed envelope/container) marked "**ASU RFP 3078-2022 DO NOT OPEN**" must reach the Procurement Department, P O Box 271, Montgomery, AL 36101-0271 (Mailing Address) or 1301 West Fifth Street (Physical Address) by **Tuesday, February 8, 2022 @ 12:00 NOON (CST)**. **Late/Faxed/Emailed/Unsealed** bids will not be considered.

If you have any questions, please contact me at (334) 229-6997.

Respectfully,

Patricia Thomas, DM
Director of Contracts and Acquisition

Attachments (Bid/RFP Specs – 13 pages)

Please acknowledge receipt of specifications as soon as possible by Fax (334) 229-4954 or Email pthomas@alasu.edu.

Received by: _____ Date: _____

Company: _____

**ALABAMA
STATE
UNIVERSITY**

If not submitting a proposal, please provide reason. Thanks.

P.O. Box 271
MONTGOMERY,
ALABAMA
36101-0271
334.229.5156
334.229.4954 FAX
www.alasu.edu

ALABAMA STATE UNIVERSITY

**Request for Proposals
3078-2022**

TREE TRIMMING SERVICES
Trim and Conduct Partial
and Complete Removal of Hazardous Trees

**ISSUED BY
PROCUREMENT DEPARTMENT**

**REQUESTED BY
OFFICE OF THE VICE PRESIDENT
FACILITIES AND OPERATIONS**

**ISSUED DATE:
Friday, January 21, 2022**

**OPENING DATE
Tuesday, February 8, 2022
12 NOON CST**

ALABAMA STATE UNIVERSITY

Procurement Department

(334)229-6997

(334)229-4954 Fax

Sealed bid proposals in original, subject to (1) the terms and conditions of the Request for Proposals (RFPs), (2) the accompanying schedule, which is incorporated herein by reference, and (3) such other contract provisions and specifications as are attached or incorporated by reference in the schedule, will be received at the above department until, **Tuesday, February 8, 2022 at 12 NOON CST** and at that time will be publicly opened for furnishing the supplies or services in the accompanying schedule, for delivery, f.o.b. Montgomery, AL 36104. **(Late/Faxed/Emailed/Unsealed Bids will not be accepted). Alabama State University is tax-exempt.**

Contact Information for Questions

Any information provided by Alabama State University to any Vendor prior to the release of this Invitation to Bid, verbally or in writing, is considered preliminary and is not binding on Alabama State University. The Vendor must not make available nor discuss any cost information contained in the sealed copy of the bid proposal to or with any employee of Alabama State University from the date of issuance of this Invitation to Bid until the contract award has been announced, unless allowed by **Alabama State University Procurement Department** in writing for the purpose of clarification or evaluation. No interpretation of the meaning of the specifications, or other bidding documents, or correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor. Every request for such interpretation or correction should be in writing, addressed to Alabama State University, Dr. Patricia Thomas, Director of Contracts and Acquisitions, Procurement Department, 1301 W. 5th Street, Montgomery, AL 36104 or pthomas@alasu.edu.

Submittal of Questions

Dr. Patricia Thomas, Director of Contracting and Acquisitions/Procurement Department, will administer the solicitation process and will be the point of contact for purposes of this Invitation to Bid. All questions and inquiries should be emailed to pthomas@alasu.edu.

In case Alabama State University finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the Invitation to Bid which will be emailed, faxed or mailed to all prospective Vendors at the respective addresses furnished for such purpose.

Addenda: All addenda will become part of this Invitation to Bid and must be responded to by each Vendor. All addenda must be acknowledged in writing in the bid submitted by the Vendor. This Invitation to bid, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

Vendors that obtain specifications from the internet sites are responsible for obtaining any addenda that may be added at a later time.

Confidentiality of Documents: Alabama State University considers all information, documentation and other materials requested to be submitted in response to this invitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure.

SCOPE OF SERVICE

Alabama State University Facilities Management and Operations Division is interested in the assigning the services of Tree Trimming. Tree Trimming will include the following services:

GENERAL SPECIFICATIONS

1. Prices must remain firm for the initial contract term. Prices Established may be lowered due to general market conditions.
2. Regular, weeknight, weekend, and holiday hours regular, weeknight, weekend, and holiday hourly wage rates shall be paid only for actual hours worked (no minimum billings or portal to portal charges are allowed) of any producing worker engaged in services on the projects and shall be considered in computing the labor hours. Time of non-productive workers shall not be included in computing the labor hours. Single regular hourly rates are to include, but not be limited to, costs for labor including workers, management and administrative staff, equipment, material hauling; permits; licenses; taxes, vehicles; insurance; parking; administrative business costs and any and all other costs which are necessary to provide services per the terms, conditions and specifications of this bid.
3. Travel cost exceptions: The contractor may charge travel to the following locations as part of the work hour rate Regular, Weeknight, Weekend, or Holiday.
 - a. An hourly charge for one ground worker for trips to dump.
 - b. Any hourly charges covering travel time from ASU's campus to ASU's off campus sites.
4. The contractor is also responsible for obtaining any licenses and/or permits required by law for activities on ASU's property.
5. The contractor shall provide ASU's authorized representative with a phone number where a message can be left for the contractor 24 hours a day and an e-mail address.
6. Average yearly job hours are approximately 125 hours of crew work per calendar year.

COMPLIANCE WITH LAWS

7. Contractor shall comply with all applicable federal, state and local laws and codes regarding working conditions, hours of employment, overtime regulations, methods and rates of pay and any other regulations regarding employer-employee relationships.

SCOPE OF WORK

8. Contractor will trim and conduct partial and complete removals of hazardous trees, trees in conflict with infrastructure and/or trees in conflict with safety issues.
9. Crane operations, when necessary, shall be conducted only by a crane operator that is licensed and/or trained per OSHA standards.
10. Contractor shall exercise all reasonable care to insure that no damage occurs to adjacent vegetation, structures or property. Any damage to structures, utility wires, property or adjacent trees shall be repaired by the contractor at his sole cost.
11. The contractor shall employ only such workers as are skilled in the tasks to which they are assigned. The Office of Facilities Management and Operations reserves the right to require the contractor to remove and/or not to assign any employee The Office of Facility Management and Operations deems incompetent, careless, insubordinate, or otherwise objectionable to working on The Office of Facilities Management and Operations jobs.
12. Vehicles and equipment used to perform tree care services (e.g. aerial lift, wood chipper, support vehicles) will, to the extent feasible, be positioned on paved and gravel surfaces. When it is necessary to operate vehicles or equipment on turf or on tree root zones the contractor shall use ground protection equipment to protect soil from compaction and turf damage.
13. Prior to the commencement of, and during any work in any area, Contractor shall be responsible for traffic control and safety regulations as related to any city, state or county requirements while working on streets, highways, medians and/or roadside strips. Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.
14. Contractor will schedule and perform requested tree service work within a time period specified by The Office of Facilities Management and Operations. The University will prioritize tree service request so as to provide a reasonable scheduling window for the contractor.
15. Contractor shall endeavor to maintain good public relations at its worksites and shall conduct its work in a manner which will cause the least possible interference with, or annoyance to, the University, students, staff and visitors.

WASTE REMOVAL

16. All portions of the generated debris shall be removed from the site and disposed of by the contractor. Cleanup consists of removing and disposal of all sawdust, small twigs, chips, leaves, trunks, and limbs from the street, grass areas and sidewalks. No debris is to be left in University dumpsters. The University will provide a disposal site for generated debris. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations.
17. The removal of stumps and all exposed roots from trees that are removed as "complete removal" work or were pre-existing, shall be ground to a level of 6 inches below the adjacent existing ground surface. The contractor shall be required to remove all ground material wood chips, debris and rake the work area clean. Chips shall not be used as backfill material.

18. No Materials shall be salvaged by the contractor or any party or given to any third party at any time during this contract.

SITE RESTORATION

19. Inspections of work areas will be done by The Office of Facilities Management and Operations after work completion. The Office of Facilities Management and Operations will inspect work area within twenty-four (24) hours of work completion. Contractor shall be responsible for and will be notified by The Office of Facilities Management and Operations all damage to turf and soil depressions, as well as, damage to surrounding trees, shrubs, and grassy areas.
20. Damage to turf or soil depressions caused by improper operation of vehicles on soil will be repaired by The Office of Facilities Management and Operations, with costs charged back to the contractor based on The Office of Facilities Management and Operations Grounds Department annual hourly labor billing rates plus cost of materials.

REPORTING TO THE JOB SITE

21. When a job start date and time has been determined with the contractor, the contractor shall be on the job site with adequate tools, be mobilized and ready to perform form work at the agreed upon time and date immediately upon arrival.
22. Contractor shall maintain a daily time sheet for every job.

Total Bid Prices must include all products, installation and any other associated cost. **Alabama State University is tax-exempt, exemption certificate will be provided upon award.** In compliance with the above, the undersigned offers and agrees, if this bid is accepted, to furnish, any or all of the items upon which prices are quoted at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule.

SCHEDULE OF DATES

Invitation to Bid Issued Date	Friday, January 21, 2022
Pre- Conference / Site Visit	Thursday, January 27, 2022 @ 1:00 P.M CST
Questions from Vendors/Suppliers Received	Monday, January 31, 2022
Addendum Issued (if applicable)	Tuesday, February 1, 2022
Bid Proposals Due and Opening	Tuesday, February 8, 2022 @ 12 NOON CST

NOTE:

No later than, Wednesday, January 26, 2022 @ 3:00 P.M. CST, SITE VISITS may be requested by contacting the Office of Facilities Management and Operations: 334-229-4199, jgknight@alasu.edu or 334-229-6995, bmwilliams@alasu.edu.

VENDOR'S INFORMATION

FEIN or SSN _____ **Company Name** _____

Address _____

Representative _____ **Email** _____

Telephone # _____ **Toll Free #** _____ **Fax #** _____

NON-COLLUSION AFFIDAVIT - I have read the entire bid documents and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement of collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

CERTIFICATION PURSUANT TO ACT NUM. 2006-557: Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and Local Sales, Use and/or Lease Tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557. They are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledge that the awarding authority may declare the contract void if the certification is false.

Authorized Signature _____ **Date** _____

Type or Print Signer's Name _____ **Title** _____

Sworn to and subscribed before me this _____ **day of** _____ **2022.**

Notary's Signature _____ **Date Notary Expires** _____
Must include Notary Seal

1. **SCOPE:** This solicitation is for Tree Trimming Services on Alabama State University. This is a one-time contract.
2. **LICENSING:** _____ Applicable X Not Applicable
General contractors (persons, firms, or corporations) must show evidence of a state license before their bid is considered. **THE CURRENT LICENSE NUMBER MUST BE INCLUDED ON THE OUTSIDE OF THE SEALED ENVELOPE** in which the bid proposal is delivered; otherwise, the bid will be rejected/not considered. Also, a legible copy of the license shall be included with the bid.
3. **GENERAL CONTRACTOR:** _____ Applicable X Not Applicable
Section 34-8-1 (Chapter 8 of Title 34, Code of Alabama 1975, as amended), provides: “(a) For the purpose of this chapter, a "general contractor" is defined to be one who, for a fixed price, commission, fee, or wage undertakes to construct or superintend or engage in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving or project or any improvement in the State of Alabama where the cost of the undertaking is fifty thousand dollars (\$50,000) or more, shall be deemed and held to have engaged in the business of general contracting in the State of Alabama. (b) For the purpose of this chapter, a "general contractor" is defined to include one who, for a fixed price, commission, fee, or wage exceeding five thousand dollars (\$5,000), undertakes to construct, superintend the construction of, repair, or renovate, any swimming pool, and anyone who shall engage in the construction, superintending of the construction, repair, or renovation of any swimming pool in the State of Alabama, where the cost of the undertaking exceeds five thousand dollars (\$5,000), shall be deemed and held to have engaged in the business of general contracting in the State of Alabama and shall be subject to this chapter. (c) For the purpose of this chapter a "subcontractor" is defined to be one who constructs, superintends, or engages in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving, or project or any improvement in the State of Alabama where the cost of the undertaking is fifty thousand dollars (\$50,000) or more under contract to general contractor as defined in subsection (a) or another subcontractor.” Section 230-X-1-.17 provides "a license is required for the installation of machinery or equipment that becomes affixed to a structure.”
4. **FOREIGN CORPORATIONS (Out-of-State Firms):** Alabama law provides that a foreign corporation (out of-state company/firm) may not transact business in the State of Alabama until it obtains a certificate of authority from the Secretary of State. (Section 10-2B-15.01, Code of Alabama 1975). To obtain forms for a certificate of authority, contact the Secretary of State, Corporations Division. The certificate of authority does not keep the vendor from submitting a bid.
5. **MINORITY PARTICIPATION:** Provide any information with respect to your plans for utilization of minorities on this project and documentation which evidences your past utilization of minorities.
6. **OWNER:** Whenever the term “University” is used in these specifications it refers to Alabama State University.
7. **WITHDRAWAL:** Bids may be withdrawn on written or telegraphic request received from bidder(s) prior to the opening. Negligence on the part of the bidder in preparing the Bid confers no right for withdrawal of the Bid after it has been opened.
8. **BID OPENING and BID RESULTS:** Interested parties are invited to attend the bid opening. At the time fixed for the opening of the Bid, the contents will be made public for the information of bidders and others properly interested, which may be present in person or by representative.

9. **EQUAL OR APPROVED EQUAL:** Where a definite material and/or item are specified, it is not the intention to discriminate against an equal product made by another manufacturer. It is rather intended to set a definite standard. Bidders who intend to furnish another product as an equal to that specified, must submit with their bid current catalogs or brochures, including pictorials and sufficient specifications to support said claim of equality. Bids submitted with insufficient evidence to determine the claim of equal/better quality will be considered non-responsive. Any product that fails to meet the specifications, performance requirements or compatibility requirements will be rejected and returned to vendor at no cost to the University.
10. **AWARD OF CONTRACT:** A. The contract will be awarded as soon as possible to the lowest Responsible Bidder provided his/her bid is reasonable and in the best interest of the University to accept. B. The University reserves the right to (1) Waive any informality in bids received when such waiver is in the interest of the University, (2) To accept any item in the bid unless otherwise specified by the University or the Bidder, (3) Award the contract by low bid on each item, low bid on all items, all or none, or products groups. C. The University reserves the right to reject any and all bids when such rejection is in the interest of the University, and to reject the bid of a bidder who is not in a position to perform the contract. The decision of the University on all such questions shall be final. In the event of any adverse decision by the University, no claim of any sort shall be made or allowed against the University.
11. **ACCEPTANCE AND PAYMENT:** Upon delivery and with reasonable time to inspect the items/service, and upon acceptance thereof, payment will be made within a reasonable time thereafter.
12. **EXAMINATION OF BID DOCUMENTS:** Each bidder shall examine bid documents carefully and shall make written request to the ASU Purchasing Office for interpretation/clarification/correction of any ambiguity, inconsistency or error therein which he/she may discover. Any interpretation/correction will be issued as an Addendum by the Purchasing Office. Only a written interpretation/correction by Addendum shall be binding. No bidder shall rely upon any interpretation/correction given by any other method.
13. **NON-COLLUSION AFFIDAVIT:** Section 41-16-25 provides: "Any Agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise shall render the bids of such bidders void.
14. **DISCLOSURE STATEMENT:** The successful bidder will be required to file with ASU Procurement Department a **STATE OF ALABAMA VENDOR DISCLOSURE STATEMENT** of relationship between contractors/grantees and employees/officials of the University. This form must be completed prior to issuance of a purchase order by the University.
15. **DEFAULT OF CONTRACTOR:** Where the University determines the contractor to be in default, the University reserves the right to purchase any or all products or Services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from defaulting contractor will be considered.
16. **DELIVERY:** Upon agreement and acceptance of contract.

17. Before commencing work, the Contractor shall secure any/all necessary permits, and shall comply with all applicable federal, state and local laws, ordinances, codes, rules and regulations pertaining to this type project.
18. Contractor shall assume all liability for and shall indemnify and save harmless, the University from all damages and liability for injury to any person, and injury to or destruction of property, including the loss thereof, by reason of any accident or occurrence arising from operations under the contract, whether such operations be by the Contractor, Subcontractor, or anyone directly or indirectly employed by either, occurring on or about the work site during the term of the contract or any extension thereof.

RETURN SEALED BID PLUS TWO COPIES TO:

Via Regular Mail

Alabama State University
Procurement Department
ASU Bid #3078-2022-Do Not Open
PO Box 271
Montgomery, AL 36101-0271

Via Courier

Alabama State University
Procurement Department
ASU Bid #3078-2022-Do Not Open
1301 West 5th Street
Montgomery, AL 36104

CONTRACTOR QUALIFICATIONS

In order to qualify as a responsible bidder it must be documented that your firm is capable of satisfactorily complying with the terms, conditions and specifications of this ITB. Qualified bidder must have at least 3 years of experience in this area of services. The following information must be provided in order for the University to make an informed decision regarding your firm's capabilities. Your signature certifies under oath the truth and correctness of all statements and all answers provided in this ITB document.

Submitted by
Company Name: _____

Address: _____ City: _____ State: _____ Zip: _____

() Corporation () Partnership () Individual () Joint Venture () Other _____

Tax Identification Number _____

1. How many years has your organization been in business as a service contractor? _____

2. How many years has your organization been in business under its present business name? _____

3. If a corporation, answer the following:

Date of Incorporation: _____

State of Incorporation: _____

President: _____

Vice President(s): _____

Secretary: _____

Treasurer: _____

4. Date of Organization: _____

Type of partnership: _____ (such as general or limited)

5. Name and address of all partners: (Note: Attach separate sheets as required)

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

6. If other than a corporation or partnership, describe organization and name principals:

7. Have you ever failed to complete any work awarded to you? If so, indicate when, where and why:

8. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a service contracts? _____ If so, state circumstances:

9. List major service contracts your organization has had under contract within the past twelve (12) months. Attach additional pages if necessary. The contractor must provide evidence that **other schools or facilities are comparable with the contract being bid by ASU.**

Building	Owner	Square Footage (or appropriate description)	Contract Amount	Contract Date	Length of Contract

10. List major service contracts your organization has had in the last five years. Attach additional pages if necessary.

Building	Owner	Square Footage (or appropriate description)	Contract Amount	Contract Date	Length of Contract

EVALUATION

To insure that all RFP's are fairly evaluated, scored and ranked, it is very important that the RFP's are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your proposal.

Point System: All proposals will be evaluated on the following point scale.

- **Scope of Services** **25 Points**
 - **Related Experience** **25 Points**
 - **Distance to Sites** **25 Points**
 - **Proposed Price** **25Points**
- Total 100 Points**