


CITY OF BIRMINGHAM-PURCHASING DIVISION
710 NORTH 20TH STREET, P-100 CITY HALL
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2265/FAX: (205) 254-2484

TONYA ADAMS, PRINCIPAL BUYER
EDWARD WILLIAMS, ASST. PURCHASING AGENT

JULY 10, 2025
ITB: 26-01

TO:	Prospective Bidders
INVITATION TO BID NUMBER:	Bid #26-01 (A complete copy can be downloaded at www.birminghamal.gov)
SEPARATE SEALED BIDS FOR:	MOWING SERVICES
INVITATION TO BID RESPONSES WILL BE RECEIVED BY:	Tonya Adams, Principal Buyer City of Birmingham Purchasing Division 710 North 20 th Street, P-100 City Hall Birmingham, AL 35203-2227
IMPORTANT SOLICITATION DATES	
BID DUE DATE:	BID OPENING DATE:
Friday, July 18, 2025 by 5:00 P.M. (Central Standard Time)	Monday, July 21, 2025 at 10:00 A.M. (Central Standard Time)
<p>Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at www.birminghamal.gov (go to link titled Work, then click on Bidding Opportunities), or by visiting the City of Birmingham Purchasing Division at the address shown above, or by calling (205) 254-2265 and requesting a copy be mailed to you.</p> <p style="text-align: center;">BID OPENING WILL BE HELD AT: Purchasing Division 710 North 20th Street P-100 City Hall Birmingham, AL 35203-2227</p>	
<u>TELEPHONE INQUIRIES – NOT ACCEPTED</u>	
<p>Telephone inquiries with questions regarding clarification of any and all specifications of the ITB will not be accepted. All questions must be e-mailed to Tonya Adams at tonya.adams@birminghamal.gov.</p> <p>Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date. Any submission modification(s) submitted after the “Bid Due Date” may not be considered.</p> <p>The City of Birmingham reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid. The City of Birmingham may award a contract, in whole or in part, based on need.</p> <p>All costs incurred by a bidder (hereinafter, a “Bidder”) to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid, attachments, and explanations thereto submitted in response to this ITB, except copyrighted material, shall become the property of the City of Birmingham regardless of the Bidder selected. A response to this solicitation does not constitute an agreement between the Bidder and the City of Birmingham. The successful Bidder(s) is sometimes referred to herein as the “Vendor”.</p> <p>The City of Birmingham is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City of Birmingham or any other means of delivery employed by the Bidder. Similarly, the City of Birmingham is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. Late bid responses will be retained in the bid file, unopened.</p> <p>Published-Alabama Messenger-07/12/2025</p>	
<p>RELEASED BY:</p> 	

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INVITATION TO BID

Sealed bids marked "ITB: 26-01 MOWING SERVICES", will be received by the Purchasing Agent, P-100 First Floor City Hall, 710 North 20th Street, Birmingham, Alabama 35203.

Bids will be accepted until 5:00 P.M. central time (standard or daylight savings time, as applicable) on **FRIDAY, JULY 18, 2025**. **Bids submitted after these dates and times will not be considered.**

Bids will be publicly opened at 10:00 A.M. on **MONDAY, JULY 21, 2025**

The City of Birmingham is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City of Birmingham, or any other means of delivery employed by the Bidder. Similarly, the City of Birmingham is not responsible for, and will not open, any bid/proposal responses which are received later than the date and time indicated above. Late bids will be retained in the bid file, unopened.

TERM OF CONTRACT

Any contract resulting from this ITB will become effective upon bid award. Per Section 3-3-7(7) of the Birmingham City Code and State Bid Law, the proposed contract shall be in effect for a minimum of one (1) year guaranteed with the option of renewal for two (2) additional one-year terms, contingent upon Council approval. **The life of this contract shall exist with the approval of both parties with the provision that no price increase in the original bid prices shall be allowed.**

ADDENDA

Any addenda will be available on the internet. Each Bidder is responsible for checking the website for addenda until the bid opening date. Addenda will be mailed to only those Bidders who were provided a copy of the ITB in person or by mail.

CERTIFIED CHECK/BID BOND/CASHIER'S CHECK

It is required for any contract exceeding \$10,000.00 that the Bidder submits with his bid a certified check, a cashier's check, or a bid bond (money orders will not be accepted) payable to the City of Birmingham. In order for any bid that exceeds \$10,000.00 to be considered, the bid must be accompanied by an acceptable bid bond or check in the amount of \$500.00. Bid bond checks will be returned to all unsuccessful Bidders after the formal award is made and to the successful Bidder after acceptance of award. Should the successful Bidder fail to accept the award, the bid bond check shall be forfeited.

NON DISCRIMINATION POLICY

The City of Birmingham follows a policy of nondiscrimination. No contractor with the City of Birmingham should discriminate on the basis of race, sex, religion or national origin. Failure by a contractor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City of Birmingham deems appropriate.

BID SUBMISSION

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening. All bids are to be submitted on the bid form provided and all bids are to be f.o.b. Birmingham, Alabama delivered. The City of Birmingham reserves the right to reject any or all bids submitted, in whole or part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked "**ITB: 26-01 MOWING SERVICES, 5:00 P.M., Friday, July 18, 2025.**" Bids may be **hand delivered** to Purchasing, Room P-100 First Floor, City Hall, Birmingham, Alabama or **mailed** to City of Birmingham, 710 North 20th Street, Birmingham, AL 35203. Bids mailed in (i.e., USPS, Federal Express, UPS, Airborne, etc.) **must** specify delivery to Room P-100, 1st Floor-City Hall.


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INVITATION TO BID – cont'd

GENERAL

The services the City of Birmingham is seeking to procure pursuant to this ITB are mowing services for either lots owned by the City of Birmingham or that the City of Birmingham has an interest in within the city limits of Birmingham, Alabama where weeds are present, with or without residential or commercial buildings (hereinafter referred to as the "Services" or "Work"). The Vendor shall provide a service for a period covering twelve (12) months based upon the need as determined by the City of Birmingham. Although there are no set boundaries, Work assignments will be made using geographically convenient considerations. Volume may be based on production. The award of a contract does not grant an exclusive right to the Vendor. The City of Birmingham reserves the right to supplement weed cutting as necessary. Each Vendor will be awarded a total area for mowing services in an approximate amount of **128,000 square feet**. **NOTE:** Subject to the availability of funds to accomplish the Work, the City of Birmingham reserves the right to make a secondary award in any area where there exists an overabundance of lots needing to be abated.

Bidders are required to provide an original and two (2) copies of their bid.

TELEGRAPHIC/ELECTRONIC BID RESPONSES

Proposal responses sent by electronic devices (i.e., facsimile machines and email) are not acceptable and will be rejected upon receipt. Vendors will be expected to allow adequate time for delivery of their bid responses either by airfreight, postal services, or by other means.

CANCELLATION

The City of Birmingham reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City of Birmingham determines that Vendor is failing to perform the Services satisfactorily. Any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered for award. The City of Birmingham is not liable for sales tax. Costs normally considered pass through costs (property tax, use tax, delivery charge, etc.) to a customer by the provider must be included in any fee proposed (Code of Alabama 40-12-222). For the purchase of personal property and services, the City's policy is to apply a local preference option, as allowed by the State of Alabama Code, Section 41-16-50, in determining the low bidder.

AWARD

Contract will be awarded to the lowest, most responsive and responsible bidder who meets all bid requirements.

PURCHASE ORDERS

The City of Birmingham will issue purchase order(s) (hereinafter, a "Purchase Order" or "Purchase Orders") to the successful Bidder for the Services that are the subject of the bid. The successful Bidder shall execute a contract, signed by both parties, which together with the terms, conditions, specifications and requirements stated in (a) the Purchase Order(s), (b) this Invitation to Bid and Specifications and (c) your bid (collectively, the "Contract Requirements"), shall represent the entire agreement between the parties and shall not be amended unless agreed in a legally authorized writing that is signed by both parties. These Contract Requirements supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of Vendor's Services. By acceptance of the City's Purchase Order(s), the Vendor agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

The Vendor may not assign the contract to any other party without prior written approval of the City of Birmingham. The contract shall not be assigned to an unsuccessful Bidder who was rejected because it was not a responsive or responsible Bidder.

TERMINATION OF CONTRACT

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the Vendor may be declared a "non-responsive bidder". This declaration may result in the rejection of any future bids submitted by the Vendor for a period of time to be determined by the City of Birmingham or the City of Birmingham. All bids submitted are to be f.o.b. delivered, City of Birmingham, Birmingham AL 35203.

WARRANTY

Equipment/Parts furnished shall carry the standard warranty offered to the general public. **PLEASE ATTACH A COPY OF YOUR WARRANTY AS PART OF YOUR BID SUBMISSION.**

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INVITATION TO BID – cont’d

NON-COLLUSION

Each Bidder covenants and declares that it has not employed any person to solicit or procure the contract resulting from this ITB and that Bidder has not made, and will not make, any payment of any compensation for the procurement of the contract. The covenant contained herein shall survive the award of the contract.

PRICES

Each Bidder is to extend prices and provide a total for the bid being submitted. The bid should include transportation (including fuel surcharge, if applicable).

PRE-PAYMENTS

No prepayments of any kind will be made prior to shipment.

TAX

The City of Birmingham is exempt from all Federal Tax, and sales and use tax, except Alabama tax on oils, lubricants and fuels specifically bought for over-the-road transportation use.

ADDITIONAL PURCHASES

The City of Birmingham has attempted to list all items for **MOWING SERVICES** required during the term of the contract, if mutually agreed upon, additional contracts may be executed, based upon this bid pricing for the same item(s) or related types.

REDUCTION IN COST

Bidder agrees that the City of Birmingham will be charged no more for item(s) bid than the State of Alabama, and that in the event of a price reduction, the City of Birmingham will receive the benefit of such reduction on any undelivered portion of contract.

Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties, and other amounts due to the City from the successful bidder.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Vendor acknowledges and agrees that, consistent with federal law and City’s public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A “disadvantaged business enterprise” is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a “socially and economically disadvantaged individual” includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.

PUBLIC DISCLOSURE

Subject to applicable law or regulations, the content of each Bidder’s Proposal shall become public information upon the effective date of any resulting contract.

FORM W-9

Please submit a completed, current year W-9 tax form with your bid submission, **W-9 tax form must be submitted with your sealed bid.**

BUSINESS LICENSE

Please submit a copy of your current year City of Birmingham business license with your bid submission, **City of Birmingham business license must be submitted with your sealed bid.**

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INVITATION TO BID – cont’d

E-VERIFY

The Bidder represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an “unauthorized alien”, as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the “Act”) and that, during the performance of any contract awarded hereunder, Bidder shall comply with all applicable provisions of the Act. As a condition for the award of any contract, Bidder shall provide documentation establishing that the Bidder is enrolled in the E-Verify program, or a signed, written statement that the Bidder does not have a presence (one or more employees) in the State of Alabama. Bidder may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award

SINGLE BID

If a single bid response is received for this ITB, the City reserves the option to award or negotiate for a lower price with the rejected Bidder and other Bidders by means of sealed quotes, upon department approval. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications required by the City of Birmingham are met.

NEGOTIATIONS

The City of Birmingham reserves the right to enter into contract negotiations with the selected Bidder. If the City and the selected Bidder cannot negotiate a successful contract, the City may terminate negotiations and begin negotiation with the next selected Bidder. This process will continue until a contract has been executed or all proposals have been rejected. No Bidder shall have any rights against the City arising from such negotiations.

PROHIBITION AGAINST BOYCOTTING

By signing the contract, the Vendor will certify that it is not currently engaged in, and for the duration of the contract will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which this State enjoys open trade.

HOLD HARMLESS AND INDEMNIFICATION

Vendor(s) shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the “Indemnitees”) from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys’ fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter “Claims”) by any third parties (including any employee, subcontractor or representative of the Vendor, hereafter a “Vendor Representative”) that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor’s performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Vendor or any Vendor Representative may encounter; or (c) the use or occupancy of the work sites by Vendor or any Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnitee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnitee(s) for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitee(s).

GOVERNING LAW/DISPUTE RESOLUTION

A contract award covered in this ITB shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

CONFLICT OF INTEREST

Bidder covenants and declares that it has not, and will not, acquire any interest, directly or indirectly, in any property acquired by the City of Birmingham during the term of the contract. Bidder warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the Services required under the contract a violation of any applicable Federal, State or local law. In the event that any conflict of interest should hereinafter arise, Bidder shall promptly notify the City of Birmingham in writing of the existence of such conflict of interest.

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INVITATION TO BID – cont'd

CONFIDENTIALITY

The Vendor agree that any reports, information, opinions or conclusions provided by the City of Birmingham shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City of Birmingham. The Vendor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of information provided by City of Birmingham whether deemed confidential or not.

PRICING ESCALATION/DE-ESCALATION

Bidder certifies by bidding, that Bidder is fully aware of the conditions of service and purpose for which item(s) included in this bid are to purchase, and that Bidder's offering will meet these requirements of service and purpose to the satisfaction of the City of Birmingham Finance Purchasing Division and its agent, acting on behalf of the City of Birmingham.

INVOICING

All invoices must agree with the purchase order in description and price and include the following information:

- 1.) Purchase Order Number
- 2.) Ship to Department Name and Address
- 3.) In order to ensure prompt payment, ALL **ORIGINAL INVOICES*** MUST BE SENT TO:

DEPARTMENT OF PLANNING, ENGINEERING & PERMITS
CODE ENFORCEMENT
1029 33RD STREET NORTH,
BIRMINGHAM, AL 35234

*If an invoice does not agree with the purchase order, credits or a corrected invoice will be required for the City of Birmingham to process payment. **Invoices that do not reference an authorized Purchase Order will be returned to the Vendor.**

DETAILED SPECIFICATIONS

1. The City of Birmingham intends to award all mowing services Work for a contract period of one (1) year, with option to extend for up to two (2) additional years, as provided herein. Each successful Bidder will be awarded mowing services of lots in an approximate amount of **128,000 square feet**. **NOTE:** The City of Birmingham reserves the right to make a secondary award in any area where there exists an overabundance of lots needing to be abated and based on the availability of funds to accomplish the Work.

2. Successful Bidders will be required to submit a firm square foot bid price, to abate (includes cutting weeds/trees, removing debris, and hauling to landfill) in an amount not to exceed **128,000 square feet**. The City of Birmingham intends to make multiple awards as may be in the best interest of the City of Birmingham. The award decision will depend on the square foot bid price submitted by each successful Bidder and several other factors that will be described later in this document.

3. Bids will be considered only from responsive/responsible individuals, sole proprietorships, partnerships, corporations, limited liability companies, or other legal entities having capacity to contract that can demonstrate a current capability to properly, and in a timely manner, perform the mowing services on the lots provided. The Bidders selected must have submitted a responsive and responsible bid that conforms to this Invitation for Bid. While the square foot bid price will be considered, other important factors will also be considered to determine whether the Bidders are responsible Bidders. If a Bidder is determined not to be responsible, they will not receive any awards, regardless of how low their square foot bid price may be. This does not limit the City of Birmingham's authority to otherwise determine that a Bidder to be a non-responsible bidder.

4. In order to determine responsibility, each Bidder must submit the following:

- a. A list of all equipment available to accomplish the mowing services. If equipment is leased, or the intent is to lease if receiving the award, provide documentation of this fact.
- b. A list (by name) of all permanent workers currently employed. If intent is to hire temporary labor if award is received, provide documentation of this fact.

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INVITATION TO BID – cont'd

DETAILED SPECIFICATIONS – (cont'd)

- c. The approximate amount of working capital (money in the bank) that is available, if needed to temporarily rent equipment, hire day laborers, fix broken equipment, pay landfill dumping fee, etc. Provide supporting documentation from your financial institution.
- d. For the duration of the contract and for limits not less than stated below, the successful Bidder shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$200,000.00 total general aggregate with a maximum of \$100,000.00 for each occurrence that shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Vendor with limits of not less than \$200,000.00 bodily injury per occurrence, \$200,000.00 property damage or combined single limit of \$200,000.00; and (iii) Worker's compensation coverage in an amount adequate to comply with the statutory requirements. Bid number **(26-01)** must appear on any/all copies of the certificate of insurance.

All such insurance shall be provided by a policy, or policies issued by a company, or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance Reports. The Vendor is to provide written documentation of the insurance company's rating with its bid.

The Vendor may use umbrella or excess liability insurance to achieve the required coverages provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the Vendor under the contract.

Additional Named Insured. Except for Worker's Compensation coverage, all coverages shall contain endorsements naming the City of Birmingham and its respective officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of Vendor or the performance of its Work. The additional named insured endorsement shall not limit the scope of coverage to the City of Birmingham to vicarious liability but shall allow coverage for the City of Birmingham to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG 2010.11 85.

Policies Primary. All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City of Birmingham.

Waiver of Subrogation. Successful Bidder shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City of Birmingham and its officers, employees, agents, contractors and subcontractors. Further, Vendor shall waive any rights of subrogation against the City of Birmingham. All general or automobile liability coverage provided herein shall not prohibit the Vendor or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

Proof of Coverage. Before the commencement of Services or Work hereunder, the Vendor shall provide the City of Birmingham a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section within ten (10) days of notice of award. Evidence of insurance will not be accepted on a per event basis. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City of Birmingham. In the event that the City of Birmingham is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of the contract, the Vendor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City of Birmingham with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein. Failure to provide as stated will result in the termination of the award and forfeiture of Bidder's bid bond.

- e. A notarized affidavit and warranty (see Attachment 1).

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INVITATION TO BID – cont'd

DETAILED SPECIFICATIONS – (cont'd)

NOTE: All the above information, except the insurance proof of coverage and copy of Bidder's City of Birmingham business license, must be submitted with the bid or the bid will be deemed nonresponsive, and will not receive further consideration.

5. For the twelve (12) month period following receipt of a Notice of Award, Vendors which receive an award will be allowed to abate weeds. After the initial twelve (12) month period, the term of the contract may be extended upon approval of the City of Birmingham for two (2) additional terms of one (1) year each on the same terms, unless the City of Birmingham wishes to cancel the contract, or the Vendor indicates Vendor is no longer willing/able to continue providing mowing services at the price it bid.

6. Vendor shall, at its own expense, furnish all labor, supplies, equipment and machinery necessary to abate all lots in the particular quadrant for which it received an award.

7. Vendor shall not assign the contract to any other contractor without prior written approval from the City of Birmingham. The contract shall not, under any conditions, be assigned to an unsuccessful bidder who was rejected because it was determined to be a nonresponsive and/or nonresponsible bidder.

8. In the clearing of lots, the following criteria shall be followed:

- a. All grass, weeds or bushes shall be cut to a height range of from two (2) to four (4) inches on the entire lot, including abutting alley ways and the grass plot between sidewalk and curb. Vegetative cover shall be maintained: After weed removal there shall be approximately two (2") inches of grass or other ground cover remaining.
- b. All brush or saplings three inches in diameter, (nine & one half (9½") inches in circumference) or less are to be cut to the ground level. Diameter measurements must be taken forty-eight (48") inches from the ground. All sprouts growing out of existing stumps three (3") inches in diameter, (nine & one half (9½") inches in circumference) are to be cut back to the stump.
- c. The existing terrain shall not be altered. Bush hogs, skid steers, chippers, weed eaters, lawn mowers, swing blades and other like equipment are all acceptable. Use of heavy or track type equipment are not to be used. The vendor will be responsible for any alterations to the existing terrain.
- d. There shall be no burning, use of herbicides or poisons, plows, or scrapers.
- e. All cleared vegetative materials and debris located on the property shall be removed from the site and disposed of properly and legally. Brush that has been run through a chipper may be spread over the lot. Any Vendor caught illegally dumping anything removed from any lot will be immediately determined to be in breach of the contract and a non-responsible bidder for the remainder of its bid award term, and bids during that time period will not be considered and will be required to pick up and properly dispose of the illegally dumped debris. The use of front-end loaders, except for removal of debris, is not acceptable.
- f. When clearing lots, the Vendor shall be responsible for the prevention, control and elimination of excessive amounts of noise, airborne dust, debris or other nuisances emanating from the site.

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INVITATION TO BID – cont’d

DETAILED SPECIFICATIONS – (cont’d)

- g. Downed/fallen trees anywhere on a lot are to be removed at no additional cost. Trees that have partially fallen onto a lot from outside the lot boundaries need only be cut back to the property line. Trees on the lot that fall over the property line and are partially on another lot need only be cut to the property line. Vendors will not be required to remove tree stumps if the stump is completely in the ground. However, the tree must be cut down to ground level. If the stump is within the property boundaries and is partially or completely pulled out of the ground, the Vendor must remove the trunk and backfill any resulting hole.

9. All bids for mowing services must be accompanied by a bid deposit in the form of a cashier’s check or a certified check in the amount of \$500.00 (money orders not acceptable) and must be made payable to the City of Birmingham. The bid deposit will be returned to all unsuccessful Bidders after the formal award is made. The bid deposit of the successful Bidder(s) will be held until final completion of the contract. Should the successful Bidder(s) fail to accept the award or complete the contracted Work, the bid deposit shall be forfeited. Failure to provide the bid deposit with the bid will render the bid nonresponsive, and it will receive no further award consideration.

10. If awarded the bid, when overgrown lots are assigned to the Vendor to abate, the Vendor will be assigned several groups of lots, in an approximate amount of 128,000 square feet. The Vendor will have fourteen (14) calendar days to completely abate the assigned lots.

11. Vendor will be required to acknowledge receipt of Purchase Order and a list of properties with a confirmation form, via email, by including your name, company name, Purchase Order number, list number, and date and return via email within two (2) working days after email notification from the Purchasing Division. The two (2) working days will begin from the time the Vendor is notified via email. Failure to comply will result in forfeiture of the \$500.00 deposit.

12. Once a Purchase Order(s) is signed, the Vendor shall notify the City of Birmingham before commencing Work on the group(s) that are contained in its Purchase Order(s). A series of dated photographs (with identifiable landmarks including spray painted property number, front and back yard if there is a house or building present and show edge of street and alley where applicable) are to be taken, on the day of work by the Vendor of each lot prior to beginning Work, and a series of photographs with the same identifiable landmarks after Work is complete. A photograph must be taken of each parcel on its Purchase Order (occupied or cut property). Photographs must be four inches by six inches (4” x 6”), time/date stamped and/or initialed and indicate the address of each lot. Photographs must be submitted to the City of Birmingham for final approval. **Photos may be submitted via email (contact the City of Birmingham for instructions on emailing photos).** Failure to meet any of the requirements of the photo documentation will result in the group or groups being considered incomplete until the proper photos are submitted. Any lots that have been cut or occupied prior to Work being started by the Vendor will be removed from the group to be cut and the City of Birmingham will not pay for the cutting of those lots. The City of Birmingham reserves the right to remove a lot from a Purchase Order(s) at any time for any reason. Any questions concerning the location of lots should be directed to the appropriate City of Birmingham personnel as indicated on the Purchase Order attachment.

13. Once the Purchase Order(s) is/are signed, all awarded groups of lots shall be cleared by the Vendor within fourteen (14) calendar days. Failure to comply with the completion time as stated in the Purchase Order(s) will result in assessment of late charges at the rate of \$25.00 for each calendar day over the fourteen (14) calendar days for a maximum of ten (10) calendar days. This amount shall be subtracted from the \$500.00 deposit. In the event the Purchase Order(s) are not completed within twenty-four (24) calendar days, any additional days required to complete will be multiplied by \$25.00, and that additional amount will be subtracted from the Vendor’s invoice for the particular group as liquidated damages and not a penalty. If late charges are assessed that deplete some or all of the \$500.00 deposit, the Vendor will be required to provide funds in an amount necessary to restore the amount of the deposit to \$500.00 before any more groups are awarded to the Vendor.

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OFFICE: (205) 254-2265/FAX: (205) 254-2484**

**TONYA ADAMS, PRINCIPAL BUYER
EDWARD WILLIAMS, ASST. PURCHASING AGENT**

**JULY 10, 2025
ITB: 26-01**

INVITATION TO BID – cont'd

DETAILED SPECIFICATIONS – (cont'd)

14. Three (3) failures by a Vendor in a twelve (12) month period to complete awarded lots within the fourteen (14) calendar day time-frame will result in the City of Birmingham determining the Vendor to be in default under the contract and a non-responsible bidder with respect to any future bids, and that Vendor will not have future bids considered for a period of twelve (12) months. A default will cause the Vendor's award to be terminated, and a new Invitation for Bid will be issued for the affected quadrant. Failure to complete all the lots in the group(s) awarded within thirty (30) days after issuance of a Purchase Order(s) will cause the contract to be immediately terminated and the Vendor to be declared non-responsible for twelve (12) months. At that time, the contract amount will be prorated based on the number of lots completed, and \$25.00/day from day 25 to day 30 will be subtracted from the prorated amount due the Vendor, as liquidated damages and not a penalty, for only the lots that were successfully completed. If any amount is left after subtracting the \$25.00/day, that amount will be paid to the Vendor. No payment will be made for partially completed lots within a terminated list.

15. Time extensions will not be given except in extreme situations (i.e. significant rainfall for a lengthy period of time, etc.). Extensions will not be considered for things such as short periods of inclement weather, equipment problems, personal problems, labor problems, etc. In the event the Vendor believes it has an extreme situation, the Vendor must contact the Purchasing Division when the extreme situation occurs, or as soon as possible after the extreme situation occurs if during non-City work hours and prior to the scheduled completion date and provide a justification for the requested extension. If necessary, the Purchasing Division shall contact the appropriate City of Birmingham personnel. Assuming delay is justified as an extreme situation, then a revised completion date will be determined by a signed modification to the Purchase Order(s). Unless an extension has been granted in writing by the Purchasing Division, the Purchase Order(s) will be expected to be completed by the original due date.

16. The Vendor shall notify the City of Birmingham for inspection. **NOTE:** Do not contact the City of Birmingham for inspection until all mowing services have been completed. Only the City of Birmingham is authorized to inspect the lots. No payment will be made to the Vendor until all the lots are cleared and debris hauled away in accordance with the requirements set out herein, and after the applicable supervisor's approval. To expedite the final inspection process, Vendor shall submit each completed group of lots as soon as the Work thereon is finished, rather than waiting to submit all awarded groups at once. All inspections will be made on a first-come, first-served basis. **NOTE:** Vendors are not allowed to place cleared material out for the City of Birmingham Public Works Department to pick up. Vendors are required to provide proof of the number of loads they dumped at an authorized landfill. This proof must be provided to the City's Inspector at the time he is contacted to request inspection.

17. Vendor shall defend, indemnify, and hold harmless the City of Birmingham, its agents, executive director, employees and board of directors, and the City of Birmingham, its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties (including any employee, subcontractor or representative of the Vendor, referred to herein as a "Vendor Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor's performance or failure to perform its obligation under the contract; (b) any conditions in or about the work sites that the Vendor or any Vendor Representative may encounter; or (c) the use or occupancy of the work site by Vendor or any Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence or an Indemnitee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

18. The City of Birmingham will issue purchase order(s) to the successful Bidder for the Services that are the subject of the bid. Unless otherwise agreed in a writing that is signed by both parties, the entire agreement between the City of Birmingham and the successful Bidder concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) the contract, (b) the contemplated Purchase Order(s), (c) this Invitation to Bid and Specifications and (d) your bid (collectively, the "Contract Requirements"). These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of Vendor's Services. By acceptance of the City of Birmingham's Purchase Order(s), the Vendor agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

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**TONYA ADAMS, PRINCIPAL BUYER
EDWARD WILLIAMS, ASST. PURCHASING AGENT**

**JULY 10, 2025
ITB: 26-01**

INVITATION TO BID – cont'd

DETAILED SPECIFICATIONS – (cont'd)

19. The procurement of the Services covered in this Invitation for Bid shall be construed under and governed by the laws of the State of Alabama, and each party hereto irrevocably agrees to be subject to the jurisdiction of the courts of the State of Alabama.

20. The Vendor warrants that it will inspect the work sites before performing the Services and Work contemplated hereunder. Vendor is exclusively responsible for performing the Services in a safe manner that does not put at risk the safety of persons (including its own employees or representatives) or endanger property. Vendor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all its employees and all other persons who may be affected by the Services; (ii) all the Services and all materials and equipment to be incorporated therein, whether in storage on or off the worksite, or under the care, custody or control of the Vendor or any of its subcontractors; and (iii) other property at the work sites or adjacent thereto. Vendor further agrees to comply with all provisions and requirements set forth in applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over the safety of persons or property or to protect them from damage, injury or loss.

(THIS PORTION LEFT BLANK INTENTIONALLY)

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NOTARIZED AFFIDAVIT AND WARRANTY

ATTACHMENT 1

The Bidder warrants that the bid submitted is not made in collusion with any other Bidders, or in the interest of or on behalf of an undisclosed party; that the Bidder has not, directly or indirectly, induced any other Bidder to put in a sham bid or to refrain from making a bid; and that Bidder has not paid or agreed to pay to any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the bid for the privileges provided in this Invitation to Bid. All the information contained in the bid may be relied upon by the in awarding mowing services, and everything contained herein is warranted by the Bidder to be true.

This page must be returned with the bid.

DATE

WITNESS:

COMPANY NAME

BIDDER

NOTARY PUBLIC

BY TITLE

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JULY 10, 2025
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BID FORM

Edward Williams
Assistant Purchasing Agent
City of Birmingham, AL

Submitted below is my firm bid for mowing services for the City of Birmingham. Upon approval of both parties, the life of the contract shall exist with the provision that no price increase in the original bid prices shall be allowed, in accordance with your Invitation to Bid and Specifications dated July 10, 2025. Prices quoted are f.o.b. Birmingham, AL, and I am bidding in exact accordance with the specifications except as listed below.

DESCRIPTION	UNIT PRICE
MOWING SERVICES	\$ _____ /sq. ft.

NAME OF YOUR COMPANY _____

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DEBARMENT STATEMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSIONS,
AND OTHER RESPONSIBILITY MATTERS

(Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

Bidder/Offeror certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have have not within a three-year period preceding award of this contract been convicted of or had civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission on any of the offenses enumerated in Paragraph (b) above; and
- (d) Have have not within a three-year period preceding award of this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.
- (e) **Unique Entity ID (UEI)**
UEI number must be provided on the signature page of this document before an award can be made to facilitate System Award Management (SAM) certification <https://www.sam.gov/SAM/>. Companies that do not have a free UEI number may visit <https://.dnd.com/duns-number/get-a-duns.html> for more information.
The City of Birmingham does not provide UEI numbers.

AUTHORIZED SIGNATURE

TITLE

PRINTED NAME

DATE

_____ I am unable to certify to the above statements. My explanation is attached.

NAME OF YOUR COMPANY _____

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JULY 10, 2025
ITB: 26-01

City of Birmingham Transparency in City Government Disclosure and Certification Form

TRANSPARENCY IN CITY GOVERNMENT DISCLOSURE AND CERTIFICATION FORM

INSTRUCTIONS:

This form must be fully completed by any individual or entity (hereinafter referred to as "Vendor") seeking to enter into a contract or appointment, provide services, obtain funding or otherwise do business with the City of Birmingham with the express exclusion of persons or entities exclusively providing grant funding to the City, General Services Administration (GSA) vendors, national cooperatives approved by the Alabama Department of Examiners of Public Accounts and governmental entities to include City boards and agencies.

Submit completed forms to the appropriate City Department. All questions must be answered. Respond "Not applicable" or "NA" if a question does not apply. Attach additional pages if needed. Completed forms will be submitted to the Birmingham City Council or the appropriate Council Committee along with the Applicant's proposed contract, appointment and/or funding request.

For purposes of this Form, the following definitions apply:

Family Member of a Public Employee. The spouse, domestic partner or a dependent of the public employee.

Family Member of a Public Official. A spouse, domestic partner, dependent, adult child and his or her spouse, parent, spouse's parents, sibling and his or her spouse, of the public official.

Public Employee. Any person employed by the City of Birmingham or its instrumentalities, including governmental corporations and authorities.

Public Official. Any person elected to public office of the City of Birmingham, whether or not that person has taken office, by the vote of the people, and any person appointed to a position at the City of Birmingham or its instrumentalities, including governmental corporations and authorities.

This Form is a:

New Submission

Update to a Previous Submission

Section 1: VENDOR NAME AND CONTACT:

Vendor's Legal Name:

Physical Street Address:

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City of Birmingham Transparency in City Government Disclosure and Certification Form

Mailing Address:

Phone Number:

Contact Person:

Section 2: DISCLOSURES

(a) Identify all officers, directors, owners, members, partners and executive management of the Vendor.

(b) (PUBLIC OFFICIAL)

Are any of the persons identified in paragraph (a) above a Family Member of a Public Official of the City of Birmingham or do they have an employment or other business relationship with a Public Official of the City of Birmingham or a Family Member of a Public Official? If "yes", describe any family, employment or business relationship with the Public Official.

Yes Not Applicable

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City of Birmingham Transparency in City Government Disclosure and Certification Form

(c) (PUBLIC EMPLOYEE)

Are any of the persons identified in paragraph (a) above a Family Member of a Public Employee of the City of Birmingham or do they have an employment or other business relationship with a Public Employee of the City of Birmingham or a Family Member of a Public Employee? If "yes", describe any family, employment or business relationship with the Public Employee.

Yes Not Applicable

SECTION 3. LOBBYISTS, CONSULTANTS & ATTORNEYS:

During the past three (3) years, has Vendor retained, hired or paid any person or entity including, but not limited to, a lobbyist, consultant or attorney, to assist Vendor in obtaining a City contract, appointment or funding? If "yes", identify by individual name, firm name, address and telephone number any such person or entity.

Yes Not Applicable

SECTION 4: DISCLOSURE OF CONTRIBUTIONS:

During the past three (3) years, has the Vendor provided a campaign contribution, a contribution to a political action committee that provides funding to a Public Official's campaign or other funding to or performed services for a Public Official, or provided funding to or performed services for an individual or entity, including a charitable entity, at the request of a Public Official or Public Employee? If yes, identify the amount, date and recipient of any campaign contribution or other funding and/or the date, contract amount and nature of services performed.

Yes Not Applicable

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City of Birmingham Transparency in City Government Disclosure and Certification Form

SECTION 5: CONTRACTS WITH THE CITY OF BIRMINGHAM:

Does the Vendor have any existing contracts with the City of Birmingham or contracts which have expired or been terminated within the past three (3) years?

Yes No

SECTION 6: CLAIMS AGAINST THE CITY OF BIRMINGHAM:

Does the Vendor have any pending claims against the City of Birmingham.

Yes No

SECTION 7: GOOD STANDING:

By signing this *Transparency in City Government Disclosure and Certification Form* Vendor affirms that it is current in regard to all required federal, state, and local business, tax and other filing requirements and licensure.

CERTIFICATION:

I, the undersigned, certify that I am authorized to execute this *Transparency in City Government Disclosure and Certification Form* on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the City of Birmingham is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the City to notify the City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the City, permitting the City to declare any contract(s) resulting from this certification void and unenforceable.

VENDOR SIGNATURE:

NAME:

DATE:

_ _ / _ _ / _ _ _ _

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**JULY 10, 2025
ITB: 26-01**

SIGNATURE PAGE

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origins.

This page must be returned with bid. Bids submitted without a Signature page will not be considered for award.

Bidder acknowledges receipt of _____ addenda(s). U.E.I.D # _____
(addenda number)

Date of Bid

Name (Print legibly or Type)

Company

Title

Street Address

Signature

City State Zip

Tax ID Number

Post Office Box

E-Mail Address

City State Zip

Telephone Number

Terms of Payment

Fax Number

Delivery Date

Cell Phone

IF AVAILABLE, PLEASE SUBMIT COPY OF CURRENT CITY OF BIRMINGHAM BUSINESS LICENSE WITH THIS BID.

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

1. **BID AWARD NOTICE ADDRESS** _____

2. **PURCHASE ORDER ADDRESS** _____

3. **REMITTANCE ADDRESS (and name if different than above)** _____

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JULY 10, 2025
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ITB #26-01 SUBMISSION CHECKLIST

Prior to sealing and submitting your bid to the City of Birmingham Purchasing Office, please ensure that the following items are complete and included in your submission:

- **Bid Bond** (*If applicable. Bond must be Cashier's Check, Certified Check or Bid bond payable to the City of Birmingham. Any other form of bond submitted will result in the rejection of the submitted bid.)
- **Current year City of Birmingham Business License**
- **Current year company W9**
- **Company E-Verify documentation**
- **General Liability Insurance documentation** (*Per specifications.)
- **Warranty documentation**
- **Signed and completed Signature Page**
- **Signed and completed debarment statement**
- **Signed and completed City of Birmingham Transparency document**
- **Bid form** (Please ensure all notation is clean and legible. Any bid or proposal submitted using a form other than the bid form provided, will be rejected.)
- **Signed contract agreement document** (*if applicable.)
- **Samples** (*if applicable per the provided specifications.)
- Please review the general specifications beginning on page #6, for any other requirements that will be due at bid submission.

Any questions concerning the specifications or requirements of ITB #26-01 should be addressed to the assigned Principal Buyer, Tonya Adams at:

- PHONE: (205) 254-2268
- E-MAIL: tonya.adams@birminghamal.gov
- FAX: (205)254-2484

FORM OF CONTRACT FOR MOWING SERVICES

THIS CONTRACT FOR MOWING SERVICES (hereinafter the "Contract") is made this ____ day of _____, 2025, and entered into by and between the, a public corporation, (hereinafter referred to as the "CITY OF BIRMINGHAM") and, _____ (hereinafter referred to as the "Contractor").

WHEREAS, in connection with Invitation to Bid #26-01 (the "ITB"), the City of Birmingham has conducted a competitive bid process to select a contractor to provide the services and work specified in that ITB and in this Contract (collectively, the "Work"); and

WHEREAS, Contractor is being awarded the right to perform the Work contemplated in the ITB.

NOW, THEREFORE, in consideration of the mutual covenants and benefits herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **THE WORK; THE CONTRACT:** At its expense, Contractor will provide all labor, materials, and equipment required to perform the Work. Contractor warrants that it will perform the Work in a good and workmanlike manner. Contractor agrees to perform the Work as specified in the ITB and set forth in this Contract. The ITB (attached hereto as "**Exhibit A**"), Contractor's bid submission (attached hereto as "**Exhibit B**") and provisions in this Contract may collectively hereinafter be referenced as the "Contract." In the event of a conflict between any term, specification or provision in the ITB or the Contractor's bid submission and those in this Contract document, the order of precedence in interpreting the Contract shall be (i) this Contract document, (ii) the ITB and (iii) the Contractor's Bid Submission.

2. **TERM:** Unless terminated sooner as provided herein, the term of this Contract shall commence on the first day of the month following its execution by both parties and shall extend for a maximum period of one (1) year, with the option of up to two (2) extensions of one (1) year each, contingent upon City approval. (The initial one (1) year period and any extended period may be collectively referenced herein as the "Term"). This Contract may not be extended more than twenty-four (24) months after the expiration of the initial one (1) year period. During any extended period, the prices and other provisions and conditions in the Contract will continue to apply. Contractor may request an extension of the Term by providing written notice to the City at least ninety (90) days prior to the expiration of the then-current Term. The City of Birmingham will notify Contractor of its approval or disapproval of the request within thirty (30) days following receipt of such notice.

3. **PAYMENT:** In consideration for the Services rendered under this Contract, City agrees to pay Contractor compensation in a total amount not to exceed _____ Dollars (\$_____.00). Contractor shall submit monthly invoices to a representative designated by City (the "City of Birmingham" Representative") in accordance with applicable provisions Section 4 below.

4. **WORK SPECIFICATIONS/RATES/PAYMENT FOR WORK:** Contractor agrees to perform the Work pursuant to the specifications in the ITB and set forth below:

(a) Contractor shall, at its expense, furnish all labor, supplies, equipment and machinery necessary to maintain specified lots in the particular area for which it received an award.

(b) Contractor shall not assign this Contract to any other contractor without prior written approval from the City. The Contract shall not, under any conditions, be assigned to an unsuccessful bidder who was rejected because they were determined to be a nonresponsive and/or non-responsible bidder.

(c) Contractor represents that it has sufficient available working capital to perform all aspects of the Work. Contractor shall provide documentation from its financial institution concerning its working capital upon written request of the City.

(d) In the clearing of lots, the following criteria shall be followed:

(1) All grass, weeds, or bushes shall be cut to a height range of from two (2) to four (4) inches on the entire lot, including abutting alleyways and the grass plot between sidewalk and curb. Vegetative cover shall be maintained: After weed removal, there shall be approximately two (2") inches of grass or other ground cover remaining.

(2) All brush or saplings three inches in diameter (nine & one half (9½") inches in circumference) or less are to be cut to the ground level. Diameter measurements must be taken forty-eight (48") inches from the ground. All sprouts growing out of existing stumps three (3") inches in diameter (nine & one half (9½") inches in circumference) are to be cut back to the stump.

(3) The existing terrain shall not be altered. Bush hogs, skid steers, chippers, weed eaters, lawn mowers, swing blades and other like equipment are all acceptable. The use of front-end loaders, except for the removal of debris, is not permitted. Use of other heavy or track-type equipment are not to be used. Contractor will be responsible for any alterations to the existing terrain.

(4) **There shall be no burning, use of herbicides or poisons, plows, or scrapers.**

(5) All cleared vegetative materials and debris located on the property shall be removed from the site and disposed of properly and legally. Brush that has been run through a chipper may be spread over the lot. Any illegal dumping of anything removed from any lot will be immediately determined a Default and Contractor shall pick up and properly dispose of the illegally dumped debris.

(6) When clearing lots, the Contractor shall be responsible for the prevention, control, and elimination of excessive amounts of noise, airborne dust, debris, or other nuisances emanating from the site.

(7) Downed/fallen trees anywhere on a lot are to be removed at no additional cost. Trees that have partially fallen onto a lot from outside the lot boundaries need only be cut back to the property line. Trees on the lot that fall over the property line and are partially on another lot need only be cut to the property line. Contractors will not be required to remove tree stumps if the stump is completely in the ground. However, the tree must be cut down to ground level. If the stump is within the property boundaries and is partially or completely pulled out of the ground, the contractor must remove the trunk and backfill any resulting hole.

(e) When overgrown lots are given to abate, the Contractor will receive several groups of lots, in an amount not to exceed **128,000 square feet**. The Contractor will have five (5) calendar days to completely abate in an amount not to exceed **128,000 square feet**.

(f) Contractor will be required to acknowledge receipt of Purchase Order and a list of properties with a confirmation form, via email, by including the name of Contractor's Contract Representative, company name, Purchase Order number, list number, and date and return via email within two (2) working days after email notification from the Purchasing Division. The two (2) working days will begin from the time the Contractor is notified via email. Failure to comply will result in forfeiture of the \$500.00 deposit.

(g) Once a Purchase Order(s) is signed, the Contractor shall notify the City before commencing work on the group(s) that are contained in its Purchase Order(s). A series of dated photographs (with identifiable landmarks including spray painted property number, front and back yard if there is a house or building present and show edge of street and alley where applicable) are to be taken, on the day of work, by the Contractor of each lot prior to beginning work, and a series of photographs with the same identifiable landmarks after work is complete. A photograph must be taken of each parcel on its Purchase Order (occupied or cut property). Photographs must be four inches by six inches (4" x 6") time/date stamped and/or, initialed and indicate the address of each lot. **Photos may be submitted via email (contact the City for instructions on emailing photos)**. Failure to meet any of the requirements of the photo documentation will result in the group or groups being considered incomplete until the proper photos are submitted. Any lots that have been cut or occupied prior to work being started by the Contractor will be removed from the group to be cut and the City will not pay for the cutting of those lots. The City reserves the right to remove a lot from a Purchase Order(s) at any time for any reason. Any questions concerning the location of lots should be directed to the City of Birmingham designated department as indicated on the Purchase Order attachment.

(h) Once the Purchase Order(s) is/are signed, all awarded groups of lots shall be cleared by the Contractor within fourteen (14) calendar days. Failure to comply with the completion time as stated in the Purchase Order(s) will result in assessment of late charges at the rate of \$25.00 for each calendar day over the five (5) calendar days for a maximum of ten (10) calendar days. This amount shall be subtracted from the \$500.00 deposit. In the event the Purchase Order(s) is not completed within twenty-four (24) calendar days, any additional days required to complete will be multiplied by \$25.00, and that additional amount will be subtracted from the Contractor's invoice for the particular group. If late charges are assessed that deplete some or all of the \$500.00 deposit, the Contractor will be required to provide funds to return the deposit amount to \$500.00 before any more groups are awarded to the Contractor.

(i) Three (3) failures by the Contractor in a twelve (12) month period to complete the mowing services on awarded lots within the twenty (20) calendar day time-frame will be deemed an event of Default hereunder. At that time, the bid amount will be prorated based on the number of lots completed, and \$25.00/day from day 25 to day 30 will be subtracted from the prorated amount due the Contractor for only the lots that were actually successfully completed. Contractor acknowledges that such amount shall be liquidated damages, and not a penalty, the parties acknowledging that the actual damages incurred by the City would be impossible to determine. If any amount is left after subtracting the \$25.00/day, that amount will be paid to the Contractor. No payment will be made for partially completed lots within a terminated list.

(j) Time extensions will not be given except in extreme situations (i.e., significant rainfall for a lengthy period of time, etc.). Extensions will not be considered for things such as short periods of inclement weather, equipment problems, personnel shortages, labor problems, etc. In the event the Contractor reasonably believes that an extreme situation has occurred, the Contractor must contact the Purchasing Division when the extreme situation occurs, or as soon as possible after the extreme situation occurs if during non-City work hours and prior to the scheduled completion date and provide a justification for the requested extension. If necessary, the Purchasing Division shall contact the department. Assuming delay is justified as an extreme situation, then a revised completion date will be determined by a signed modification to the Purchase Order(s). Unless an extension has been granted in writing by the Purchasing Division, the Purchase Order(s) will be expected to be completed by the original due date.

(k) After lots have been mowed, to include disposal of all cleared material the Contractor shall notify the City for inspection. **NOTE:** Contractor should not contact these supervisors for inspection until all clearing and hauling have been completed. Only the City of Birmingham is authorized to inspect the cleared lots. No payment will be made to the Contractor until all the lots are cleared, debris is hauled away in accordance with the requirements set out herein, and the applicable supervisor has approved the Work. To expedite the final inspection process, Contractor shall submit each completed group of lots as soon as the Work thereon is finished, rather than waiting to submit all awarded groups in at once. All inspections will be made on a first come, first served basis. **NOTE:** Contractor shall not place cleared material out for the City of Birmingham Public Works Department to pick up. Contractor shall provide proof of the number of loads dumped at an authorized landfill. This proof must be provided to the City's Inspector at the time he/she is contacted to request inspection.

(l) Contractor shall defend, indemnify, and hold harmless the harmless the CITY, its agents, executive director, employees and board of directors, and the City of Birmingham, its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Contractor's performance or failure to perform its obligation hereunder; (b) any conditions in or about the work sites that the Contractor or any Contractor Representative may encounter; or (c) the use or occupancy of the work site by Contractor or any Contractor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence or an Indemnitee(s); provided nothing herein shall obligate Contractor to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

(m) The CITY will issue Purchase Order(s) to the Contractor for the Work. Unless otherwise agreed in a writing that is signed by both parties, the entire agreement between the City and the Contractor concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) this Contract, (b) the Purchase Order(s), (c) the ITB and (d) Contractor's bid submission (collectively, the "Contract Requirements"). These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the Work. In the event of any conflict in the terms and conditions of the documents listed above, the order of precedence shall be as listed above. By acceptance of the CITY's Purchase Order(s), the Contractor agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

(n) This Contract shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdiction of the courts of the State of Alabama.

(o) Contractor is exclusively responsible for performing the Work in a safe manner that does not put at risk the safety of persons (including its own employees or representatives) or endanger property. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all its employees and all other persons who may be affected by the Work; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the worksite, or under the care, custody or control of the Contractor or any of its subcontractors; and (iii) other property at the work sites or adjacent thereto. Contractor further agrees to comply with all provisions and requirements set forth in applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over the safety of persons or property or to protect them from damage, injury or loss.

5. **SAFETY AT WORK SITES:** The Contractor warrants that, before performing the Work contemplated hereunder, it will inspect the sites where Work is completed. Contractor further warrants that, before performing the Work, it will identify any condition or hazard that it considers will prevent it from performing the Work in a manner that does not endanger persons or property. Contractor is exclusively responsible for performing the Work in a safe manner that does not put a risk the safety of persons (including its own employees or representatives) or endanger property. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all its employees and all other persons who may be affected by the Work; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Work sites, or under the care, custody or control of the Contractor or any of its subcontractors; and (iii) other property at the Work sites or adjacent thereto. Contractor further agrees to comply with all provisions and requirements set forth in applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over the safety of persons or property or to protect them from damage, injury or loss.

6. **TERMINATION:** The CITY may terminate this Contract before the expiration of its initial one (1) year period or any extended period if Contractor defaults on a material obligation to the CITY under the Contract (a "Default"), and Contractor fails to correct or remedy the Default within seven (7) days after the CITY's provision of written notice of Default to Contractor. Failure of the Contractor to timely perform the Work shall be considered an event of Default. This remedy is in addition to any other provided in this Contract or available by law.

7. **INDEMNIFICATION/INSURANCE:**

(a) **Indemnification:** Contractor agrees to defend, indemnify, and hold harmless the CITY, its agents, executive director, employees and board of directors, and the City of Birmingham, its agents, employees and officials (hereinafter the "Indemnitees") from and against from and against all demands, actions, damages, judgments, expenses (including, but not limited to, attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages) (collectively herein "Claim(s)") by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, relate to, result from, or are attributable to any of the following: (a) any conditions in or about the CITY-owned properties or Work sites that Contractor or any Contractor Representative may enter or encounter in performing the Work; (b) the use or occupancy of CITY-owned properties and Work sites by Contractor or any Contractor Representatives; and (c) any act, omission or conduct by Contractor or any Contractor Representative that arises from or relates to its (or their) performance or failure to perform its (or their) responsibilities and Work under this Contract. This indemnification obligation includes Claims by third parties that are caused in part by the negligence of an Indemnatee; provided, nothing herein shall obligate Contractor to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

(b) Insurance: For the duration of the Contract and for limits not less than stated below, the Contractor shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to CITY:

(i) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$200,000.00 total general aggregate with a maximum of \$100,000.00 for each occurrence that shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Contractor with limits of not less than \$200,000.00 bodily injury per occurrence, \$200,000.00 property damage or combined single limit of \$200,000.00; and Worker's compensation coverage in an amount adequate to comply with the statutory requirements.

(ii) All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance Reports.

(iii) The Contractor may use umbrella or excess liability insurance to achieve the required coverages, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of Contractor herein.

CITY Additional Named Insured. Except for worker's compensation coverage, all coverages shall contain endorsements naming the CITY, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of Contractor or the performance of its Work. The additional named insured endorsement shall not limit the scope of coverage to the CITY to vicarious liability but shall allow coverage for the CITY to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG 2010.11 85.

Policies Primary. All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the CITY.

Waiver of Subrogation. Contractor shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the CITY, and its officers, employees, agents, contractors and subcontractors. Further, Contractor hereby waives any rights of subrogation against the CITY. All general or automobile liability coverage provided herein shall not prohibit the Contractor or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

Before the execution of the contract, the Contractor shall provide CITY a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificates shall name the CITY, and its officials and employees, as additional insureds on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies. The City's bid number **(26-01)** shall appear on any/all copies of the certificate of insurance.

Such insurance policies shall contain an endorsement providing the CITY will be given not less than thirty (30) day notice in writing prior to the cancellation or change of coverage provided by said policies. In the event the CITY is notified that any of the coverage required herein is to be canceled or changed in such a manner as not to comply with the requirements of this contract, the Contractor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the CITY with certificates evidencing the re-establishment of the insurance coverage required hereby.

8. EQUAL OPPORTUNITY: Contractor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Work contemplated hereunder.

9. PROHIBITION AGAINST BOYCOTTING: By signing this Contract, the Contractor certifies that it is not currently engaged in, and for the duration of this contract will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade. By signing this Contract, the Contractor further represents and verifies that the Contractor, without violating controlling law or regulation, does not and will not,

during the Term of the Contract, engage in economic boycotts as defined by Code of Alabama (1975) §41-16-160 et seq. (Alabama Legislature Act 2023-409).

10. NON-COLLUSION: Contractor covenants and declares that it has not employed any person to solicit or procure this Contract and that Contractor has not made, and will not make, any payment of any compensation for the procurement of this Contract. The covenant contained herein shall survive the expiration or earlier termination of this Contract.

11. CONFLICT OF INTEREST: Contractor covenants and declares that it has not, and will not, acquire any interest, directly or indirectly, in any property acquired by the CITY during the Term of this Contract. Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the Work required under this Contract a violation of any applicable Federal, State or local law. In the event that any conflict of interest should hereinafter arise, Contractor shall promptly notify the CITY in writing of the existence of such conflict of interest.

12. CONFIDENTIALITY: All memoranda, specifications, plans, procedures, drawings, descriptions, data, written information, and other documents and data, either created by or provided to Contractor in connection with the performance of this Contract, shall be held confidential by Contractor. The contractor agrees that such documentations and information shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the CITY. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of the CITY information whether deemed confidential or not.

13. CONTRACT REPRESENTATIVES: Each party shall appoint a representative who shall coordinate with the other party on all matters pertinent to the performance of the Work and administration of this Contract (the "Contract Representative").

The City's Contract Representative is:

City of Birmingham
710 North 20th Street
Purchasing Department
Birmingham, AL 35203
Phone: (205) 254-2265

with a copy to:

City of Birmingham
710 North 20th Street, Room 600
Purchasing Department
Birmingham, AL 35203
Attn: James C. Stanley, Assistant City Attorney

The Contractor's Contract Representative is:

_____, ____ 35____
Phone: ____ - ____ - ____
Email: _____
Attn: _____

The Contract Representative designated above shall have the authority to act on behalf of its organization to transmit instructions and receive information. Either party may designate a Contract Representative other than the person named above upon provision of written notice to the other.

Any notice required hereunder shall be sufficiently given when sent to the Contract Representatives via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or

by personally delivering such notice to the party to be in receipt thereof.

14. **“BUY LOCAL”**: Contractor agrees that in connection with any portion of the Work, it will make commercially reasonable efforts to buy and/or lease supplies, materials and equipment from vendors located within the corporate limits of the City of Birmingham.

15. **LOCAL HIRING**: Contractor agrees to make, and cause to its subcontractors, if any, to make commercially reasonable efforts to hire residents of the City of Birmingham to fill available positions with respect to the Work.

16. **IMMIGRATION ACT COMPLIANCE**: (a) Contractor represents and warrants that it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an “unauthorized alien,” as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the “Act”). (b) Contractor represents and warrants that it will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that Contractor is enrolled in the E-Verify program. During the performance of this Contract, Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations. (c) Contractor represents and warrants that Contractor shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which Contractor knows is not in compliance with the Act. (d) By signing this Contract, the contracting parties affirm, for the duration of the Contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Contract and shall be responsible for all damages resulting therefrom.

17. **MISCELLANEOUS PROVISIONS**:

(a) Before commencing the Work, Contractor, at its own expense, will obtain all licenses, permits or other governmental authorizations needed to complete the Work, including without limitation, a business license issued by the CITY (collectively, “Licensing”). Contractor further agrees to maintain that Licensing throughout the performance of its Work.

(b) Contractor is an independent contractor of the CITY. This Contract does not create any partnership, joint venture or principal-agent relationship between the CITY and the Contractor. Further, the CITY retains no control or authority with respect to its means and methods in which the Contractor (or any of its employees or representatives) performs the Work.

(c) The Contractor shall not assign this Contract, or any of its rights, obligations or the benefits hereunder, to any other party without prior written approval of the CITY, which approval may be withheld for any reason. In no event shall this Contract be assigned to an unsuccessful bidder who was rejected because it was not a responsible or responsive bidder.

(d) The Contract is made only for the benefit of the CITY and Contractor and is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

(e) If Contractor conducts business through a corporation, limited liability corporation, or other similar organization, it makes the following representations and warranties as additional inducements to the CITY for CITY to enter the Contract:

(i) Contractor is a duly organized and existing entity that is authorized to perform business under the laws of the State of Alabama and has the power to enter into and to perform and observe its agreements and covenants in this Contract.

(ii) All actions required to be taken by or on behalf of Contractor to execute the Contract, and to perform its covenants, obligations and agreements hereunder, have been duly taken. Those actions may include a resolution duly adopted by its governing body and copies of such resolutions shall be provided to the CITY.

(iii) The execution and performance of the Contract by Contractor do not constitute and will not cause the breach or violation of any contract, lease, franchise, permit or agreement of any nature to which Contractor is a party.

(f) Contractor warrants and certifies that it has not employed or retained any firm, entity or person to solicit or secure its selection to enter into this Contract, and that it has not paid or agreed to pay any fee, commission, percentage, gift or other consideration to any such firm, entity or person that is contingent upon or resulting from the award or making of this Contract. The CITY, at its sole discretion, may terminate the Contract without liability if Contractor violates this warranty.

(g) This Contract may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed Contract or counterpart shall be deemed and shall have the same legal force and effect as, an original document.

(h) Any forbearance or delay on the part of the CITY in enforcing any of its rights under this Contract shall not be construed as a waiver of such rights. No terms of this Contract shall be waived unless expressly waived in writing.

(i) If any provision of this Contract is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of it shall remain in full force and effect.

(j) The Contract and Contract Requirements represent the entire agreement between the parties. These terms herein supersede all prior negotiations, representations or agreements, either written or oral, concerning the subjects herein, and any such negotiation concerning those matters is merged into this Contract. This Contract may be amended only by written instrument signed by both parties.

(Signature Page Follows on Next Page)

IN WITNESS WHEREOF, the aforesaid parties have hereunto set their signature on the _____ day of _____, 2025.

:

BY: _____
Chairman

DATE: _____

COMPANY

BY: _____

ITS: _____
(Official Title)

DATE: _____