

**CITY OF OPELIKA
PURCHASING DEPARTMENT**

INVITATION TO BID

COURTNEY ROSS
PURCHASING-REVENUE MANAGER
OFFICE: (334) 705-5158
FAX: (334) 705-5128

BID DATA

BID NUMBER:	26026
COMMODITY TITLE:	Right-of-Way Vegetation Management
USER DEPARTMENT:	Power Services
BUYER:	Courtney Ross
BUYER TELEPHONE:	(334) 705-5158
ISSUE DATE:	July 29, 2026

BID OPENING

DAY/DATE:	August 24, 2026
TIME:	2:00 p.m.
LOCATION:	City Hall Information Technology Conference Room
MAILING ADDRESS:	City of Opelika Purchasing Department PO Box 390 Opelika AL 36803-0390

**INVITATION TO BID
26026**

Sealed bids, subject to the conditions contained herein, will be received by the City of Opelika, Alabama, **until 2:00 p.m., local time, Monday, August 24, 2026**, and then publicly opened and read aloud at the City of Opelika Information Technology Training Room at 204 S. 7th St, Opelika, Alabama for furnishing all labor, materials, and equipment necessary to provide:

Right-of-Way Vegetation Management

within the city limits of Opelika, Alabama. This project consists principally of the following items:

The bidder is required to attend the **Mandatory Pre-Bid Meeting to be held at 10:00 a.m., local time, Wednesday, August 12, 2026**, at Opelika Power Services Building on 600 Fox Run Pkwy. No bids will be accepted by a company or vendor that does not attend the meeting.

All Contracts are to be signed and returned to the City of Opelika Purchasing Department within **ten (10) days** of the contract being awarded by City Council. A Contractor's ability to perform all of the work within the required time shall be a primary consideration in the awarding of the bid.

Plans, specifications, addenda, and other related documents may be obtained from the City of Purchasing Department located at 204 S 7th St., Opelika, Alabama, Monday through Friday from 8:30 A.M. until 4:00 P.M., or downloaded from the City's website at www.opelika-al.gov/bids.aspx. Technical questions regarding the bid may be directed to Mark Ennis, Power Services Assistant Director, City of Opelika, P.O. Box 390, Opelika, Alabama 36803. Phone: (334) 705-5591.

A bid bond is required in the amount of five percent (5%) of the bid amount made payable to the City of Opelika or certified check (not exceeding \$10,000). A Contract Bond and Labor and Material Bond shall be required when the Contract is awarded. A copy of the State of Alabama General Contractor license for ADM: NEW ADMINISTRATIVE, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY is required. If the business is licensed as a full Municipal and Utility or Municipal Right Way Contractor, no sub classification is required.

The right is reserved, as the interest of the Owner may require, to reject any and all bids and to waive any informality in bids received.

The attention of all bidders is called to the provisions of State law governing "General Contractors" as set forth in the Ala. Code §34-8-1, et. seq. (1975) and rules and regulations promulgated pursuant thereto. Bidders must be licensed by the Licensing Board for General Contractors when bids are submitted. All bidders must submit with their bid, their contractor's license number and a copy of the license. State law Ala. Code §34-8-8(b) requires all bids to be rejected which do not contain the contractor's current license number. **Evidence of this license must be documented on the outside of the envelope of the sealed bid.**

Envelopes containing bids must be sealed, marked, addressed as follows, and delivered to: City of Opelika, Purchasing Department, 204 South 7th Street, P.O. Box 390, Opelika, Alabama, 36803. **Attn.: Right-of-Way Vegetation Management**

CITY OF OPELIKA
COURTNEY ROSS - PURCHASING-REVENUE MANAGER
204 SOUTH SEVENTH STREET (36801)
POST OFFICE BOX 390 (36803-0390)
OPELIKA, ALABAMA
PH: (334) 705-5158

The City of Opelika Purchasing Department will receive sealed bids for a **three (3) year contract for power line Right-of-Way Vegetation Management to trim and/or remove trees interfering with the City of Opelika's electrical lines** as per the attached specifications for the Opelika Power Services Department. Bids must be received by **2:00 PM on August 24, 2026**, at which time they will be opened and read aloud. Late bids will not be considered or returned.

BIDS MAY BE MAILED TO:

City of Opelika
Purchasing Department
PO Box 390
Opelika, AL 36803-0390

BIDS MAY BE DELIVERED TO:

City of Opelika
Purchasing Department
204 S. 7th Street
Opelika, AL 36801

**PART ONE
GENERAL TERMS AND INSTRUCTIONS**

SECTION I TERMS AND CONDITIONS

- 1.1 All bids submitted shall be firm for a minimum of sixty (60) days, unless otherwise specified.
- 1.2 The City reserves the right to cancel or make null and void any purchase order if delivery cannot be made on the specified delivery date.
 - 1.2.1 In case of default by the Contractor, the City may procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
- 1.3 Bid tabulations will not be given over the telephone. Vendors desiring a bid tabulation shall enclose a stamped self-addressed envelope with their bid. Bid tabulations will also be posted after award on the City of Opelika web site for viewing at www.opelika-al.gov/bids.aspx.
- 1.4 Bid awards are not official until a purchase order is issued or the Purchasing Department notified the successful vendor in writing.
- 1.5 **By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.**
- 1.6 Vendors not listed on the City bid list shall submit with their bid a completed W-9 form.
- 1.7 By responding to this solicitation, the Vendor will be held to have read and thoroughly examined the bid. Failure to read and thoroughly examine the bid will not excuse any failure to comply with the requirements of the bid and any resulting contract, nor will such failure be a basis for claiming additional compensation or breach of contract.
- 1.8 Vendor warrants acceptance and agreement with all terms and conditions presented in this bid and that all statements contained in the bid are true and correct. The Vendor further certifies that Vendor is legally authorized to conduct business within the City of Opelika and capable of providing the services described. Any exceptions to the specified terms and conditions must be clearly set forth within Vendor's bid and are subject to the acceptance of and by the City of Opelika. Vendor may be deemed non-responsive if its bid contains exceptions or limitations to the terms and specifications of the bid.

- 1.9 Vendor warrants that neither Vendor nor any Vendor trustee, officer, director, employee, agent, servant, volunteer, Subcontractor, or assignee, is a current city official or employee or is a family or household member of an official or employee of the city and that no such individuals have been employed by the city within a two (2) year window preceding the issuance of this bid. During the term of any awarded contract, Vendor shall be responsible for ensuring compliance with this requirement and with the Code of Ethics for Public Officials, Employees, Etc. in Chapter 25 of Title 36 of the Alabama Code, including disclosure requirements, where applicable.
- 1.10 For contracts requiring periodic inspections, maintenance and repairs of facilities, structures, vehicles, conveyances, equipment, and systems, whether mechanical or not, the bid/contract price will not be subject to alteration, modification, addition or increase in price of services rendered based upon any alleged preexisting condition(s) of said systems without prior written consent of the City of Opelika. Bids should be made with the understanding that a contract for systems maintenance, inspection, and repair will likely result in expenses for all conditions. Responsible vendors are encouraged to inspect systems maintenance records and schedules, and measure them against manufacturer-recommended installation and maintenance schedules
- 1.11 Following completion of required project improvements, the subdivider shall post with the City of Opelika a surety bond, effective for one year, in an amount equal to ten percent (10%) of the street, sidewalks, crosswalks, buffers and utility improvements cost for the street, sidewalks, crosswalk, buffers, medians, roundabouts and other structures and systems for which acceptance is sought. Said bond is to guarantee the City that said street or project has been completed within specifications, is free from defects caused by faulty design, installation, material(s) or workmanship, and that said street, sidewalks, buffers and other structures will remain in acceptable condition for a period not to exceed one (1) calendar year, to include being fully compliant with the requirements of the Americans with Disabilities Act (ADA), where applicable. Accordingly, at the end of the one (1) calendar year period, the street, sidewalk, crosswalk, buffer, or other structure/subject matter of the project is unacceptable because of faulty workmanship, design, installation, or material; said defect shall be corrected and repaired at a cost to the subdivider up to the amount of the surety bond. Upon the failure or refusal by the subdivider to make adequate repairs within ninety (90) days after demand is made of him by the City of Opelika, then the City shall make such repairs as are reasonably necessary and recover the cost with the bond redemption.

SECTION II SUBMISSION OF BID

- 2.1 Bids received after the designated date and time will not be opened or returned.
- 2.2 All bids shall be submitted on and in accordance with forms for this purpose, which are available from the Purchasing Department and online at www.opelika-al.gov/bids.aspx. Additional supplementary documentation, when requested, shall be submitted on the bidder's letterhead.
- 2.3 All bids are to be submitted in sealed, plainly marked envelopes, with bidder's name and address, along with a contact name and phone number. Envelopes shall be marked in the bottom left corner with the Title of the Invitation to Bid, the Bid Number, and the Opening Date. Facsimile and telephone bids will not be accepted.
- 2.4 All bids shall be typewritten or completed in black ink.
- 2.5 An authorized officer or agent of the company submitting the bid must sign all bids to be considered.
- 2.6 Bid documents shall be submitted, in DUPLICATE, to the City of Opelika Purchasing Department.**

- 2.7 Bids, which show omission, irregularity, alteration of forms, additions not called for, or conditional or unconditional unresponsive bids may be rejected.
- 2.8 Any bids submitted with corrected errors shall have the correction initialed by the person signing the bid.
- 2.9 Bidders must be licensed by the Licensing Board for General Contractors when bids are submitted. All bidders must submit with their bid, their contractor's license number and a copy of the license.
- 2.10 Each vendor submitting a bid shall include a minimum of three (3) references with whom they have performed similar contracts, lists of available equipment and available manpower and experience, proof of financial stability, and any other documentation to help evaluate the ability of the company to fulfill the requirements of this contract. Failure to provide requested information will create an assumption that such information does not exist and will be considered as such when evaluation the bid.**
- 2.11 No change in work shall be performed without a written change order being prepared and approved by the City of Opelika.

SECTION III BID EVALUATION

- 3.1 The City reserves the right to evaluate all bids, waive any technical or informalities, reject any bids or proposals, and further specifically reserves the right to make the award and/or awards in the best interest of the City.
- 3.2 The criteria listed below will be used to evaluate bids and will carry as much weight as the low bid price to award the "lowest responsible bidder" which will be in the best interest of the City of Opelika.
 - 3.2.1 Low bid on a per hourly rate for both manpower and equipment.
 - 3.2.2 Capability, including manpower and equipment, to successfully satisfy the requirements of the contract.
 - 3.2.3 Availability of firm to begin contract and perform on a schedule as provided by the City.
 - 3.2.4 Vendor reputation - length of time in business of providing required services, general reputation among customers requiring these type services, and financial stability.
- 3.3 The City may waive minor differences in specifications, provided these differences do not violate the specification intent, materially affect the operation for which the item or items being purchased nor increase the estimated maintenance and repair cost to the City.
- 3.4 For a prompt pay discount to be considered as a factor in the award of this bid, the minimum days allowed for payment to receive a discount shall be ten (10) days after the receipt of a correct invoice.
- 3.5 The City reserves the right to award all bids in their entirety or part, whichever, in its opinion, best serves the interest of the City.
- 3.6 Unless clearly shown on the bid that it is the intent a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. In the event of any discrepancy between a unit price(s), extended price(s) and/or total price(s), unit price shall govern and the bid will be refigured accordingly.

- 3.7 Alabama Bid Law allows a Local Preference to a responsible bidder and having a place of business in the county or the Standard Metropolitan Statistical Area if the bid is no more than five percent (5%) greater than the bid of the lowest responsible bidder.
- 3.8 The City shall be the sole judge as to an item meeting or exceeding the specifications.
- 3.9 **NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Alabama or United States law.**

SECTION IV BILLING AND PAYMENT

- 4.1 The vendor shall submit a correct invoice to:
- City of Opelika (or) ap@opelika-al.gov
Accounting Department
PO Box 390
Opelika, AL 36803-0390
- 4.2 Payment by the City shall be made within thirty (30) days, unless otherwise specifically provided, subject to any discounts offered.
- 4.2.1 The City will make payment to the vendor within thirty (30) days of receipt and approval of the item or service by the City.
- 4.2.2 Any prompt pay discount offered will be computed from the date of delivery of the equipment, supplies, or materials at destination when final inspection and approval are at those points, or from the date the correct invoice is received, if the latter is later than the date of delivery.

SECTION V BONDS

- 5.1 **BID BOND** - Alabama State Law (41-16-50C) requires a bid guaranty on any bid exceeding ten thousand dollars (\$10,000.00) for services, equipment or materials. This guaranty shall be for an amount equal to five percent (5%) of the bid amount but shall not be more than ten thousand dollars (\$10,000.00). The bid guaranty shall be made payable to the City of Opelika and shall be in effect until a contract is executed or otherwise secured.
- 5.2 **PERFORMANCE BOND** - Any person, firm, or corporation entering into a contract with the City for the repair or construction of any public building, public works, highways, or bridges shall provide a performance bond equal to 100 percent (100%) of the contract price. Such bond shall be from an accredited insurance company approved by the City of Opelika Purchasing Agent.
- 5.3 **LABOR AND MATERIAL PAYMENT BOND** - Labor and Material Bond shall be submitted by successful vendor for a construction project as surety, payable to the City of Opelika of not less than fifty percent (50%) of the contract price, with the obligation that such Contractor shall promptly make payments to all people supplying him/her with labor, materials, or supplies for the payment of reasonable attorneys' fees incurred by successful claimants or plaintiffs in civil actions on said bond.

SECTION VI INSURANCE

- 6.1 **Liability Insurance - Contractor:** Contractor agrees that during the period of construction contemplated, he will maintain sufficient and adequate liability insurance to protect him from claims of employees under any Workmen's Compensation or similar act or at common law and from members of the public for injury, including death, and for damage to property, which may arise out of Contractor's activities and operations under this Contract, as well as activities and operations of Subcontractors, their agents or employees. Limits of liability for such insurance shall be more particularly outlined in the Special Provisions of these Specifications, and certificates of such insurance shall be furnished to the Owner and City official. If no limits of liability are specified, or if the Contractor feels that limits of liability as specified are inadequate for his protection, the Contractor shall provide limits of insurance as he deems appropriate.
- 6.2 **Owner's Protective Liability:** Contractor shall furnish, in a carrier acceptable to the Owner, a policy of liability insurance commonly called "Owner's Protective Liability" in the name of the Owner, providing "Independent Contractor's Coverage" for the operations embraced by this Contract, and with the limits of liability as set out in the Special Provisions.
- 6.3 **Property Insurance - Contractor:** Contractor shall assume complete responsibility for safeguarding all portions of Work in progress, whether completed or not, until such Work has been accepted by the Owner, and shall maintain such insurance to protect himself against perils which may cause such property to be damaged or destroyed. Title to such work in progress, whether completed or not, shall remain vested in the Contractor until finally accepted by the Owner.
- 6.4 **Contractor's and Subcontractor's Insurance:** Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been obtained and approved.
1. **Compensation Insurance:** Contractor shall proceed and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under this Contract and, in case of any work sublet, the Contract shall require Subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees is engaged in hazardous work on the project under the Workmen's Compensation Insurance Statute, Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected.
 2. **Subcontractor's Public Liability and Property Damage Insurance:** Contractor shall require each of his Subcontractors to procure and to maintain, during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type required of the Contractor, in amounts approved by the Owner.
 3. **Scope of Insurance and Special Hazards:** The insurance required under subparagraph (b) hereof shall provide adequate protection for the Contractor and his Subcontractors, respectively, as well as the Owner, against damage claims which may arise from operations under the Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him. Contractor shall provide broad form (commonly termed Comprehensive) Public Liability Insurance for not less than one hundred thousand dollars

(\$100,000.00) bodily injury to one (1) person, and not less than twenty-five thousand dollars (\$25,000.00) damage to property for one (1) accident, with a total limit of one hundred thousand dollars (\$100,000.00) for damage to property arising during the course of the construction and/or during the policy period. Such comprehensive policy shall include:

- a. All liability of Contractor and Owner for Contractor's direct operations
- b. Subcontractor's operations
- c. Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed but can be traced back to the Contract
- d. Contractual Liability, meaning thereby any risk assumed by Contractor under hold harmless agreements or any other assumption of liability
- e. Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to people or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner on account thereof

Owner may be protected by an endorsement adding the Owner's name as an additional insured to Contractor's policy or "Owner's Protective Insurance" in the name of the Owner.

INDEMNITY PROVISIONS

Contractor shall indemnify and hold harmless the Owner and the City official and their agents and employees from and against all claims, damages, losses, demands, payments, suits, actions, recoveries, and judgments of every nature and description and expenses, including attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by a negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Contractor shall assume all risk and bear any loss or injury to property or people occasioned by neglect or accident during the progress of the Work until the same shall have been completed and accepted. He shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation, or order. Contractor shall give to the proper authorities all required notices relating to the Work, obtain all official permits and licenses, and pay all proper fees. He shall make good any injury that may have occurred to any adjoining building, structure, or utility as a consequence of the Work. In any and all claims against the Owner or the City official or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose act any of them may be liable, the indemnification obligation under the "INDEMNITY PROVISIONS" shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of Contractor under paragraph 3.08 shall not extend to the liability of the City official's negligent acts, errors, or omissions, or those of his employees or agents.

SECTION VII ESCALATION CLAUSE

- 7.1 The bid prices stated shall be for all purchases under this contract. Price increases from the manufacturer to the successful vendor may be passed on during the life of this contract, ONLY when the following conditions are met:
 - 7.1.1 Unless otherwise specified, prices shall be reviewed no more often than on a quarterly basis.
 - 7.1.2 Any adjustment allowed shall consist of verifiable material cost increases that may be passed on to the consumer.
 - 7.1.3 Cost data to support any proposed increase must be submitted to the Purchasing Agent no less than thirty (30) days before the effective date of any such requested price increase.
 - 7.1.4 The successful vendor must submit a current manufacturer's price list stating such increase.
 - 7.1.5 Any price reduction from the manufacturer shall also be passed on to the City of Opelika automatically.
 - 7.1.6 The City reserves the right to cancel or make null and void any purchase order if the price increase is determined not to be in the best interest of the City.
 - 7.1.7 In case of default by the vendor, the City may procure the articles from other sources and hold the vendor responsible for any excess cost occasioned thereby.
 - 7.1.8 No adjustment shall be made to compensate a supplier for inefficiency in operation, or for additional profit.
 - 7.1.9 Failure to comply with the above requirements shall deem the prices to be in effect for the entire life of the contract.

SECTION VIII ADDENDA AND INTERPRETATIONS

- 8.1 If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders.
- 8.2 The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City of Opelika employees, unless such clarification or change is provided to bidders in written addendum form from the Purchasing Department.
- 8.3 All interpretations, clarifications, and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders. All addenda issued shall become part of the specification and bid documents and shall be acknowledged by the bidder in the bid. The City's interpretations or corrections thereof shall be final.

SECTION VIX LAWS, ORDINANCES, AND REGULATIONS

- 9.1 All Bidders bidding in amounts exceeding that established by the State Licensing Board for General Contractors must be licensed under the provisions of Title 34, Chapter 8, code of Alabama, 1975, and must show evidence of license before bidding or bid will not be received or considered. The Bidder shall show such evidence by clearly displaying the license number on the outside of the sealed envelope in which the Bid is delivered. The licenses that should be enclosed inside the bid include, **Certified Tree Worker Climber Specialist, Certified Tree Worker Aerial Lift Specialist, and a State of Alabama General Contract License ADM: NEW ADMINISTRATIVE, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY. If you are licensed as a full Municipal and Utility or Municipal Right Way Contractor, no sub classification is required.**

- 9.2 All firms doing business in the City of Opelika are required to be licensed prior to City's approval of work to be done in accordance with the City's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. A **State of Alabama General Contractor License is required. Please list the State of Alabama Contractor's license number on the outside of the envelope and include a copy.**
- 9.3 Any Subcontractors purchasing materials or other tangible personal property as part of the project shall also be responsible for obtaining a certificate of exemption. The estimate for sales and use tax savings must be accounted for in the bid proposal. Failure to provide the estimated sales and use tax savings may render the bid as non-responsive.

SECTION X BID PROTEST PROCEDURES

10.1 Purpose and Applicability

The bid protest procedures in this section shall apply to all purchases and contracts which are subject to the guidelines of the competitive bid law as outlined in Titles 39 and 41 of the *Code of Alabama* (1975) through the issuance of a Request for Bids or Request for Proposals.

The competitive bid law, as codified at Sections 41-16-50 through 41-16-63, *Code of Alabama* (1975), generally provides that all expenditures of funds for labor, services, work, or for the purchase or lease of materials, equipment, supplies or other personal property involving thirty thousand dollars (\$30,000) or more, shall be made under contractual agreement entered into by free and open competitive bidding. The public works bid law, as codified in Sections 39-2-1 through 39-2-14, *Code of Alabama* (1975), generally provides that all public works projects involving expenditures of one hundred thousand dollars (\$100,00) or more are subject to the requirements of competitive bidding. These procedures have been established to ensure uniform, timely, and equitable consideration of complaints from any actual or prospective bidder or offeror that may be aggrieved by the solicitation or award of a contract.

10.2 Filing of Protest

The bid protest process begins with the filing of a written protest. Protestors may file a protest on any phase of solicitation or award, including but not limited to specifications preparation, bid solicitation, or award. To expedite the handling of protests, the envelope shall be labeled "Protest". The written protest shall include, at a minimum, the following:

- a) Protestor's name, primary address, email, and telephone number of the protestor's authorized representative;
- b) The name of protestor's authorized representative;
- c) Appropriate identification of the procurement, including the solicitation project name and the City-assigned solicitation (bid) number;
- d) A statement of the grounds of the protest and relief requested with enough particularity to give notice of the issues to be decided; and
- e) Supporting exhibits, evidence, or documentation to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated.

Additional information may be requested by the Purchasing/Revenue Manager.

10.3 Deadline to Protest Bid Solicitation

Any bidder, proposer, offeror, or Contractor that seeks to protest the terms and conditions,

requirements, evaluation criteria, or specifications as outlined in the Request for Bids or Request for Proposals shall file a written protest with the Purchasing/Revenue Manager within fourteen (14) calendar days of the issuance of the solicitation or amendment being protested.

10.4 Deadline to Protest Contract Award

Any bidder, proposer, offeror, or Contractor who seeks to protest a contract or purchase award to be made by the City shall file a written protest with the Purchasing/Revenue Manager within five (5) business days of the date of award or notification of intent to award, whichever is earlier.

10.5 Stay of Procurements During Protest

When a protest has been timely filed, and before an award has been made, the City shall make no award of the contract until the protest has been settled unless the Purchasing/Revenue Manager makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the City.

10.6 Decision by the Purchasing/Revenue Manager and Administrative Appeal

A decision on a protest shall be made by the Purchasing/Revenue Manager or appointed designee as expeditiously as possible after receiving all relevant, requested information. The Purchasing/Revenue Manager or appointed designee, at his or her discretion, prior to the issuance of the written decision, may investigate the protest, obtain additional information and/or documentation, provide an opportunity to settle the protest by mutual agreement, and/or schedule meeting(s) with the protestor and others (as appropriate) to discuss the protest. A copy of the decision shall be mailed to the protestor or otherwise furnished electronically immediately to the protestor. The decision of the Purchasing/Revenue Manager shall be final and conclusive unless the protestor files a written administrative appeal within three (3) business days of the date of the Purchasing/Revenue Manager's written decision. The administrative appeal shall be filed with the City Administrator via mail or hand-delivery no later than 5:00 p.m. (CST) on the third business day following the date of the written decision.

The City Administrator shall perform an administrative review of the appeal and issue a written decision within five (5) business days of receipt of the appeal. The written decision of the City Administrator shall be mailed to the protestor or otherwise furnished electronically immediately to the protestor. The decision of the City Administrator shall be final and conclusive unless the protestor elects to seek recourse through judicial proceedings in accordance with state law.

10.7 Effect of Judicial Proceedings

If an action concerning the protest has commenced in court, the Purchasing/Revenue Manager shall not act on the protest.

10.8 Waiver

Failure to file a written protest or appeal within the time frames outlined above shall constitute a waiver of right to protest, and the City may proceed with the contract award.

SECTION VXI MANDATORY PRE-BID MEETING

- 11.1 Bidders are required to attend the Mandatory Pre-Bid Meeting to be held at 10:00 a.m. on Wednesday, August 12, 2026,** at the Opelika Power Services Building at 600 Fox Run Pkwy. No bids will be accepted by a company or vendor that does not attend the meeting.

SECTION XII DISCREPANCIES IN BID

- 12.1 The bidder understands and agrees that its bid is submitted on the basis of its specifications prepared by the City. The bidder accepts the obligation to become familiar with these specifications.
- 12.2 Bidders are expected to examine the specifications and related bid documents with care and observe all of their requirements. Ambiguities, errors, and omissions noted by bidders should be promptly reported to the Purchasing Department.
- 12.3 If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding.

SECTION XIII CONTRACT PERIOD

- 13.1 Bid accepted as the low responsible bid shall be firm for a period of one (1) year. The contract period shall begin **immediately upon award and end August 31, 2027**. Upon mutual agreement, the contract may be extended for two (2) additional years in one- (1-) year increments.
- 13.2 All Contracts are to be signed and returned to the City of Opelika Purchasing Department within **ten (10) days** of the contract being awarded by City Council. A Contractor's ability to perform all the work within the required time shall be a primary consideration in the awarding of the bid.

PART II
SPECIFICATIONS
26026
Right-of-Way Vegetation Management

****Below is the link to the OPS Circuit Maps that are needed to complete the bid. Click on the download button on the top left of the screen to retrieve the documents.**

 https://opelika-my.sharepoint.com/:u:/g/personal/tscott_opelika_al_gov/EVw1lfy_W8tJrYA_6pBk_UoBVUCul2O9Xjh-aswrwEWqQ?e=4nOkIW

1. **Bidders are required to attend the Pre-Bid Meeting to be held at 10:00 a.m. on Wednesday, August 12, 2026**, at the Opelika Power Services Building located at 600 Fox Run Pkwy, Opelika, Alabama.
2. At the request of Opelika Power Services (OPS), Contractor shall trim and/or remove trees interfering with the OPS electrical distribution lines. The Representative of OPS shall designate all such ROW and easements which are to be trimmed and/or trees removed by the Contractor.
3. Contractor shall make careful examination of the Project site and form of Contractors' Bond attached hereto and become informed as to the location and nature of the proposed work, the transportation facilities, the kind and character of soil and terrain to be encountered, and the kind of facilities required for undertaking and completing the Project, and has become acquainted with the labor conditions, state and local laws and regulations which would affect the proposed work.
4. Contractor shall remove all debris resulting from such work as directed by OPS. **All debris generated during the week shall be removed and work sites raked and cleared by that Friday.**
5. Contractor shall provide all labor, materials, tools and equipment necessary for such tree trimming work. Contractor shall provide the following equipment:
 - A. **Lift truck with minimum seventy feet (70') working height. The lift shall be insulated to sixty-nine thousand (69,000) volts. OPS will specify the number.**
 - B. **Mulchers, debris removal equipment, giraffe, and other equipment necessary to complete the work hereunder. Contractor agrees to keep all equipment in good working condition.**
6. Contractor agrees to provide the work crews and equipment, as required hereunder, for completion of the work based on established schedules. OPS shall have the right to require items bid (circuits) to be trimmed concurrently. The number of crew members required may vary from time to time depending on the amount of work to be completed. All employees of the Contractor shall submit evidence to OPS that they have completed first aid training within the last two years. OPS reserves the right to require the removal from the Project of any employee of the Contractor if in the judgment of OPS such removal shall be necessary to protect the interest of OPS. OPS shall have the right to require the Contractor to increase the number of its employees and to increase or change the amount or kind of tools and equipment if at any time the progress of the work shall be unsatisfactory to OPS; but the failure of OPS to give any such directions shall not relieve Contractor of its obligations to complete the work within the time and in the manner specified in this Bid.

7. A crew shall consist of the following minimum personnel and equipment:
 - A. One (1) foreman with a minimum of three (3) years' experience, English speaking, capable of reading circuit maps and following a distribution circuit from beginning to end
 - B. Two (2) climbers/operators
 - C. Lift truck with a minimum of seventy feet (70') of working height
 - D. Mulcher
 - E. Debris removal equipment
 - F. Preferred: Certified Arborist. Name and contact information shall be given upon request and provided by the Contractor at the Contractor's expense
8. Contractor shall submit evidence that it is licensed as a Certified Tree Trimmer under the laws of the State of Alabama and shall keep its certification in effect during the term of this agreement. Please list the State of Alabama contractor license number on the outside of the bid envelope and include a copy. All firms doing business in the City of Opelika are required to be licensed in accordance with the City's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.
9. **Contractor shall maintain daily contact with an OPS right-of-way (ROW) representative to communicate the contract crew's location.**
10. Contractor agrees, subject to the provisions of subparagraphs of this paragraph, to secure all permits and licenses of a temporary nature necessary for the prosecution of the work to be performed hereunder and to pay all charges and fees required for such permits and licenses. Permits, licenses and easements of a permanent nature shall be obtained and paid for by Opelika Power Services.
 - A. **Contractor agrees to obtain consent or permission for the necessary work from the property owner, authorized agent, or public authorities having ownership or control over each tree to be removed and/or all property to be cleared or sprayed. Permission for tree removal shall be obtained in writing. A copy of all signed permits shall be presented to OPS. Whenever permission to do any work cannot be obtained, such work will not be done, and all such omissions shall be reported to OPS. No further action shall be taken in such cases except under mutual agreement of the parties hereto.**
 - B. OPS may, if it so elects, obtain any or all permits or licenses itself, in which case it shall do so at its own expense.
11. At no time will a confrontation be allowed to take place between the Contractor and the landowners. Should a refusal occur, a reasonable attempt must be made to secure permission, but should refusal continue by the landowner, the Contractor's representative should cease and contact the OPS representative.
12. Contractor agrees that its personnel and equipment shall always present a neat appearance, and all work shall be done. All complaints shall be handled by Contractor with due regard to OPS public relations.
13. Contractor agrees to perform all work to the complete satisfaction of OPS and in accordance with all Federal, Municipal, County, State, and other local laws, and building and construction codes, as well as the safety rules and regulations of OPS, whichever are the more stringent ordinances and regulations applicable to said work.

14. Contractor will abide by all Alabama Department of Transportation (DOT) and various County regulations and permit requirements and will use traffic control devices as required by the governing authority. OPS will obtain all necessary Alabama DOT permits. Contractor will notify the Alabama DOT forty-eight (48) hours before beginning work along the DOT ROW.
15. Contractor agrees to meet Tree Line USA Requirements, Quality Tree Care, and Pruning Practices as follows:
 - A. All trimming shall be done in accordance with ANSI A300 utility pruning of trees and must meet Tree Line USA standards.
 - B. Trimming shall be done in a manner to provide balanced emphasis on current tree health, symmetry, and clearance of power lines.
 - C. Techniques consistent with the practices of natural, lateral, and drop crotch trimming shall be utilized.
 - D. All branches or limbs shall be cut as close as possible to the branch collar of the supporting trunk or limb.
 - E. Precautions shall be taken to avoid stripping or tearing bark when cutting large diameter limbs.
 - F. Cuts shall be made back to the main stem or to a branch, which is at least one third (1/3) of the diameter of the portion being removed.
 - G. In no case shall deciduous tree limbs be stubbed off at the edge of the clearing limits.
 - H. All trimming cuts shall be made to direct future growth and the sprouting away from conductors.
 - I. Conifers shall be trimmed in a natural manner that allows them to retain as much of their natural shape as possible.
 - J. All dead branches overhanging primary conductors at any height shall be removed.
 - K. Dead branches shall be removed by making cuts as close as possible to the living tissues that surround the dead branch at the base.
 - L. A minimum number of cuts shall be utilized to achieve required clearances.
 - M. When practical, cuts should be primarily restricted to large branches made well within the crown.
 - N. Topping or heading using many cuts of small diameter branches in the outer crown is prohibited.
 - O. When line clearance trimming adversely alters the shape of the tree, additional trimming shall be done to give the tree a satisfactory shape and appearance.
 - P. Climbing irons or hooks should not be used except in cases involving tree removal work.
16. Contractor agrees that complaints of any nature received from property owners, agents or public authorities shall receive immediate attention and that all efforts shall be made for adjustment. All complaints and any actions taken by the Contractor in connection with such complaints shall be reported to OPS in writing. It is understood that the Contractor does not represent OPS and has no authority to obligate OPS for any payment or benefit of any kind.
17. Contractor agrees to install and maintain the necessary guards and protective devices at locations where work is being performed to prevent accidents with the public or damage to the property and personnel of OPS or the general public. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America unless such instructions are incompatible with federal, state, or municipal laws or regulations.

18. Contractor agrees to secure from OPS information as to the nature of the circuits involved in all cases before work commences. It is understood by and between the parties that the electric circuits of OPS are to continue in normal operation during this work, and that the Contractor is to provide and use all protective equipment necessary for the protection of Contractor's employees and to guard against interfering with the normal operation of said circuits. All precautions are to be taken in accordance with the City of Opelika's safety manual.
19. Contractor agrees to indemnify, hold and defend OPS from and against any and all liability for loss, damage, or expense which OPS and their personnel or the general public may suffer or for which OPS may be held liable by the reason of any injury (including death) or damage to any property arising out of negligence on the part of the Contractor in the execution of the work to be performed hereunder.
20. Contractor agrees to furnish OPS carefully prepared daily time sheets and other required reports showing the nature, amount and location of work performed, together with the number of man hours and equipment hours involved, quantities of material used, number of trees removed, number of acres or spans cut or chemically treated, and other pertinent information which may, from time to time, be requested by OPS.
21. Contractor agrees to submit to OPS weekly itemized invoices based upon the information contained in the daily time sheets based on and prepared in accordance with the schedules setting forth rates for each labor, material, and equipment item. The schedules shall constitute a part of this agreement. OPS agrees to pay for the work provided herein to be done and the materials and equipment provided herein to be used in accordance with the rate schedules. No payment shall be made to Contractor for/during holidays, inclement weather, vacation, or sick leave. Invoices received by OPS shall be paid as soon as it has had reasonable opportunity to satisfy itself that the work covered by such invoices has been performed in accordance with the terms of this agreement. A retainer of ten percent (10%) shall be held until satisfactory completion of the item (circuit) and shall be reflected on weekly invoices.
22. OPS shall not reimburse Contractor for fees paid to tree wardens or other local inspectors unless Contractor has obtained prior written approval for the payment of such fees from OPS.
23. OPS reserves the right to terminate this contract at any time by written notification to the Contractor seven (7) days prior to the effective date of termination. Notwithstanding the foregoing, should Contractor fail to carry out the work to the satisfaction of OPS, or to comply with any of the provisions of this agreement, OPS may terminate this agreement upon twenty-four (24) hours' written notice to the Contractor.
24. Contractor shall not assign this agreement without the consent of OPS.
25. This agreement shall be binding upon the parties hereto and their heirs, executors, administrators, and assigns.
26. This agreement is not intended to constitute an agreement of hiring under the provisions of any workman's compensation or unemployment compensation law, old age benefit law, or any similar law, and it shall not be so construed. Contractor agrees to accept full and exclusive liability for the payment of contributions or taxes imposed under such laws by the federal, and/or state government, which are measured by enumeration, paid to Contractor's employees. Contractor further warrants that it is an independent Contractor.

RIGHT-OF-WAY CLEARING AND TREE REMOVAL SPECIFICATIONS

ROW and easements shall be cleared a minimum of fifteen feet (15') on either side of the centerline of the pole line (high voltage on the power pole line), **to the maximum working height of the specified seventy feet (70') lift truck equipment to obtain maximum clearance** with due regard to current and future tree health and symmetry and in conformity with permissions obtained. Whenever practicable and permissible, all dangerous overhanging limbs shall be removed.

Low voltage or secondary lines (no high voltage on the pole line) on Public ROW shall be included in the Circuit Bid.

Low voltage or secondary lines (no high voltage on the pole line) of Public ROW shall not be included in the bid item but shall be evaluated on a case-by-case basis and work performed if OPS elects at an hourly rate to be billed in addition to the circuit.

All ROW floor vegetation shall be cleared and mulched with mulching machinery (no bush-hog). All trees and brush removed from the ROW floor by hand-cutting shall be cut flush with the ground. Poles and guy wires shall be cleared of kudzu, wisteria, etc. and chemically treated.

Contractor shall remove and dispose of all debris resulting from such work. Brush and trees may be disposed of on the ROW if mulched and not objectionable to the adjacent landowner or OPS. Brush and trees that cannot be disposed of on the ROW shall be disposed of by the Contractor as designated.

Contractor shall clear the designated circuits unless the landowner objects. Contractor will bypass the contested area and notify a representative of OPS and return to clear the contested area when directed to do so by OPS.

Contractor shall remove all dead trees within the ROW easements that pose a hazard to the facilities of OPS.

Contractor will cut and remove all dead and dangerous trees outside the ROW as designated by OPS for an additional fee as per the bid form. Prior approval must be obtained from an OPS representative before removing any tree other than what is listed on the bid form.

NOTE: Diameter shall be measured at four and a half feet (4½') (dbh) above ground level. OPS agrees that any tree may be considered negotiable depending on its proximity to homes, other buildings, fences, driveways, etc.

Fencerows should be cut to the height of the fence and hand-cut where possible to avoid damage. Cutting should be performed using chainsaws or other equipment as may be required to adequately clear the area. All brushes are to be removed from the property. Stumps should be cut flush to the ground, if possible, to prevent the possibility of damage to vehicles or people.

COMPLETION ON CONTRACTOR'S DEFAULT

If default shall be made by the Contractor or by any Subcontractor in the performance of any of the terms of this Bid, OPS, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Contractor and the Surety, if any, a written notice requiring the Contractor to cause such default to be corrected immediately. Unless within twenty (20) days after the service of such notice upon the Contractor and the Surety, if any, such default shall be corrected or arrangements for the correction thereof satisfactory to OPS shall be made, OPS may take over the

work on the Project and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor, and the Contractor shall be liable to OPS for any cost or expense in excess of the contract price occasioned thereby. In such event, OPS may take possession of and utilize, in completing the Project, any materials, tools, supplies, equipment, appliances, and plants belonging to the Contractor or any of its Subcontractors, which may be situated at the site of the Project. OPS, in such contingency, may exercise any rights, claims, or demands to which the Contractor may have against third persons in connection with this Bid and for such purpose the Contractor does hereby assign, transfer, and set over unto OPS all such rights, claims, and demands.

LIQUIDATED DAMAGES

The time of the completion of clearing and trimming is of the essence of the contract. Should the Contractor fail to complete within the period of the contract OPS shall have the right to deduct from and retain from monies due the sum of five hundred dollars (\$500) per day for each day that the work is delayed not as penalty but as liquidated damages.

Technical questions regarding the bid may be directed to:

Mark Ennis, Power Services Assistant Director
City of Opelika
P.O. Box 390
Opelika, Alabama 36803
Phone: (334) 705-5591

Erosion Control Policies for City Contracts

1. General Requirements.

Soil erosion and sediment control are an integral part of protecting water quality during construction. Small contracts and those that do not require environmental permits are still required to protect water quality. Erosion and sediment control is required on all construction contracts with soil disturbance, including temporary disturbances from staging areas, storage areas, etc. The Contractor shall conform to and comply with all the provisions of the City of Opelika's erosion and sediment control ordinance codified as Article III of Chapter 7 of the City Code, as well as all ADEM-NPDES regulations. *By accepting the contract or agreement, the vendor/contractor(s) accepts the following:*

2. Erosion and Sediment Control Plan.

Erosion and Sediment Control (E&SC) requirements are frequently based on environmental permits from various agencies. *The permits should be reviewed in detail, as requirements may be stated in the permits that are not shown in the contract documents.* Water Quality Protection is a JOINT RESPONSIBILITY of the Contractor and the City of Opelika. To the extent a permit has been issued by the City Engineer, a land development permit in accordance with applicable ordinances, the Contractor shall conform to and abide by all terms and conditions of such permit. All erosion control measures shall be performed in accordance with an Erosion and Sediment Control (E&SC) Plan presented to and approved by the City Engineer. *The Contractor will perform all erosion control measures necessary to prevent silt and soil from leaving the construction area and entering private property or the "waters of the state".* Erosion control measures shall be in strict accordance with minimum standards outlined in The Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites in Urban Areas. **Failure to comply with such standards may result in delay of contract progress payments.** E&SC Plan revisions after the construction starts must be reviewed and approved by the City Engineer, Stormwater Coordinator, and the Designer, if necessary. All erosion control must be effective, otherwise upgraded BMPs are required **until effective**.

3. Protection Prior to Disturbances.

Erosion and sediment control measures (primarily sediment control) **must be installed around the perimeter prior** to grubbing, stripping or other operations that create soil disturbances. Disturbed areas may be protected by mulching slopes, temporary seeding, installing silt fences, checking dams, erosion control blankets, etc. The Contractor should not clear the entire site, but grub and strip only those areas required to facilitate construction operations, to minimize the area and time of disturbances.

4. Temporary BMPs in Erosion Control.

In accordance with Best Management Practices, temporary erosion control work shall involve the construction of temporary berms, dikes, dams, fences, drains, etc., with the use of temporary seeding, mulching, erosion control netting, hay bales, sandbags, check dams, etc., as necessary in order to prevent silt and soil from leaving the construction site and entering private property or from washing into drainage structures located on City or state rights-of-way. Erosion control measures shall be maintained by the Contractor **through the warranty period** of the contract. If additional measures are required to correct problems which occur, these shall be performed **by the Contractor at no additional expense to the City**. Materials used for erosion control measures shall be in accordance with The Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites in Urban Areas. Earth material left unworked or exposed more than thirteen (13) days shall be seeded and mulched per ordinances. Slopes brought to final grade shall be stabilized with **permanent** grasses as soon as possible.

Direct inquiries concerning soil and sediment control measures to:
Opelika Stormwater Coordinator Telephone: 334-705-5454
700 Fox Trail Opelika, AL 36801 334-703-2023

**PART III
CYBERSECURITY COMPLIANCE
26026
Right-of-Way Vegetation Management**

Digital Accessibility and Cybersecurity Requirements (2026 Standard)

1. Purpose

The purpose of this Appendix is to establish minimum cybersecurity, digital accessibility, and identity assurance requirements for all technology, software, and digital services procured by the City of Opelika.

These requirements are intended to ensure that systems are provided to the City:

- Protect City data and infrastructure from cybersecurity threats
- Provide equitable access to City services for individuals with disabilities
- Align with nationally recognized cybersecurity and accessibility standards

All Vendors responding to this solicitation must demonstrate compliance with the requirements defined in this Appendix.

2. Applicable Standards

Solutions provided under this procurement shall align with the following standards and guidance:

Cybersecurity Standards

- National Institute of Standards and Technology Cybersecurity Framework (CSF) 2.0
- NIST Special Publication 800-53 Revision 5 – Security and Privacy Controls for Information Systems
- NIST Special Publication 800-63 Digital Identity Guidelines

Accessibility Standards

- Americans with Disabilities Act Title II
- Section 504 of the Rehabilitation Act
- Web Content Accessibility Guidelines 2.2 Level AA

These standards establish minimum expectations for cybersecurity protection and digital accessibility.

Sources:

NIST CSF 2.0 (2024)

<https://nvlpubs.nist.gov/nistpubs/CSWP/NIST.CSWP.29.pdf>

NIST SP 800-53 Rev.5

<https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r5.pdf>

WCAG 2.2

<https://www.w3.org/TR/WCAG22/>

3. Cybersecurity Requirements

3.1 Security Framework Alignment

All digital solutions and documentation provided to the City shall align with the core functions of the NIST Cybersecurity Framework 2.0, including:

- Govern (GV)
- Identify (ID)
- Protect (PR)
- Detect (DE)
- Respond (RS)
- Recover (RC)

Vendors shall demonstrate that appropriate security controls are implemented consistently with NIST SP 800-53 Revision 5.

Controls must be implemented in proportion to the system's impact level:

- Low Impact
- Moderate Impact
- High Impact

Impact levels will be determined by the city.

3.2 Data Protection

Systems provided to the City must implement safeguards, including:

- Encryption of data in transit using TLS 1.2 or higher
- Encryption of data at rest using FIPS-validated cryptographic modules
- Role-based access control
- Logging and audit capabilities
- Secure patch management processes

3.3 Security Verification

The City may require documentation demonstrating the implementation of cybersecurity controls, including but not limited to:

- System Security Plan (SSP)
- SOC 2 Type II report
- FedRAMP authorization
- Independent penetration testing reports
- Security architecture documentation

Failure to provide adequate documentation may result in the proposal being rejected.

4. Identity and Authentication Requirements

Where systems require user authentication, account creation, or identity verification, vendors shall comply with the NIST Digital Identity Guidelines (SP 800-63 series).

Authentication mechanisms shall support:

- Multi-factor authentication (MFA)
- Phishing-resistant authentication where feasible
- Secure identity proofing procedures

Authentication systems shall not rely exclusively on biometric verification. Vendors must provide accessible authentication alternatives, including:

- Non-biometric authentication methods
- Alternative login processes
- Human-assisted identity verification procedures when automated verification fails

5. Digital Accessibility Requirements

5.1 Accessibility Compliance

All electronic and information technology (EIT) provided under this contract must comply with accessibility requirements established under:

- ADA Title II
- Section 504 of the Rehabilitation Act
- WCAG 2.2 Level AA

These requirements apply to:

- Websites
- Web applications
- Mobile applications
- Software interfaces
- Electronic documents
- Digital forms and services

5.2 Required Accessibility Features

Solutions must demonstrate compliance with relevant WCAG success criteria, including, but not limited to:

- Accessible Authentication
- Keyboard navigation
- Screen reader compatibility
- Text alternatives for images
- Proper color contrast
- Visible focus indicators

- Accessible form labels and error messaging
- Target size requirements for interactive elements

5.3 Accessibility Documentation

Vendors must submit an Accessibility Conformance Report (ACR) using the current Voluntary Product Accessibility Template (VPAT) format.

The VPAT must document compliance with WCAG 2.2 Level AA.

The City may request additional documentation or accessibility demonstrations.

6. Vendor Documentation Requirements

Proposals must include the following materials:

1. Accessibility Conformance Report (VPAT / ACR)
2. Security compliance documentation
3. Description of authentication methods used by the system
4. Documentation of accessibility testing conducted by the Vendor
5. Contact information for Vendor security and accessibility compliance personnel

Incomplete documentation may result in the proposal's disqualification.

7. Verification and Acceptance

The City reserves the right to perform independent cybersecurity and accessibility testing prior to final system/bid acceptance.

Testing may include:

- Vulnerability assessments
- Penetration testing
- Accessibility audits
- Manual accessibility testing with assistive technologies

If testing identifies deficiencies, the Vendor shall remediate such deficiencies at no additional cost to the City.

8. Remediation Requirements

Accessibility or cybersecurity deficiencies classified as Critical or High Severity must be corrected before final system/bid acceptance.

Moderate deficiencies must be addressed within a timeframe mutually agreed upon by the City and Vendor.

Failure to remediate identified deficiencies may result in:

- Withholding payment
- Rejection of deliverables
- Contract termination

9. Data Ownership and Use

All data generated through systems provided under this contract shall remain the property of the City of Opelika.

Vendors shall not:

- Sell City data
- Share City data with third parties
- Use City data for training machine learning models
- Use City data for analytics commercialization without explicit written authorization from the City

10. Compliance Certification

By submitting a proposal, the Vendor certifies that:

- The proposed solution complies with the requirements outlined in this Appendix
- The Vendor will cooperate with City cybersecurity and accessibility verification procedures
- The Vendor will remediate verified deficiencies in accordance with this Appendix

Failure to comply with these requirements may result in disqualification from procurement or termination of the contract.

Cybersecurity and Accessibility Requirements

Vendors responding to this solicitation must review and comply with the requirements contained in the attached Bid Appendix titled “**Cybersecurity Compliance – Digital Accessibility and Cybersecurity Requirements.**” This appendix establishes minimum cybersecurity, digital accessibility, and identity assurance standards that apply to all technology or digital services provided to the City. Vendors shall submit all required documentation and certifications as outlined in the appendix. Failure to provide the required information may result in the proposal being deemed non-responsive.

Vendor Compliance Acknowledgement

By submitting a proposal, the Vendor acknowledges that the Appendix has been reviewed and that the proposed solution complies with the requirements described therein.

- ☐ Vendor has reviewed the **Cybersecurity and Accessibility Requirements Appendix.**
- ☐ Vendor will provide required documentation (VPAT/ACR, security documentation, authentication description, and accessibility testing documentation).
- ☐ Vendor certifies compliance with applicable accessibility and cybersecurity standards

Vendor Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

**PART VI
BID FORM
26026
Right-of-Way Vegetation Management**

The undersigned declares that before preparing their bid, they read carefully the specifications and requirements for Bidders and that their bid is made with full knowledge of the kind, quality, and quantity of services and equipment to be furnished, and their said bid is as stated on these pages. The undersigned offers and agrees, if this bid is accepted, within FORTY-FIVE (45) calendar days from date of opening, to furnish any or all the items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified. Bid prices shall be binding for three (3) years from date of opening. Failure to honor bids in this period shall result in cancellation of purchase agreement and removal of bidder from the Opelika Purchasing Department bid list.

****PLEASE SUBMIT BIDS IN DUPLICATE AS REQUESTED IN SECTION II, ITEM 2.6.**

Item

Total Rate

ITEM 1 - CIRCUIT 11

\$ _____

Bid prices shall be the total rate for one complete circuit with proposed time to complete.

Proposed time to complete _____ weeks

ITEM 2 - CIRCUIT 12

\$ _____

Bid prices shall be the total rate for one complete circuit with proposed time to complete.

Proposed time to complete _____ weeks

ITEM 3 - CIRCUIT 13

\$ _____

Bid prices shall be the total rate for one complete circuit with proposed time to complete.

Proposed time to complete _____ weeks

ITEM 4 - CIRCUIT 21

\$ _____

Bid prices shall be the total rate for one complete circuit with proposed time to complete.

Proposed time to complete _____ weeks

ITEM 5 - CIRCUIT 22

\$ _____

Bid prices shall be the total rate for one complete circuit with proposed time to complete.

Proposed time to complete _____ weeks

ITEM 6 - CIRCUIT 23

\$ _____

Bid prices shall be the total rate for one complete circuit with proposed time to complete.

Proposed time to complete _____ weeks

ITEM 7 - CIRCUIT 31

\$ _____

Bid prices shall be the total rate for one complete circuit with proposed time to complete.

Proposed time to complete _____ weeks

ITEM 8 - CIRCUIT 32

\$ _____

Bid prices shall be the total rate for one complete circuit with proposed time to complete.

Proposed time to complete _____ weeks

ITEM 9 - CIRCUIT 33

\$ _____

Bid prices shall be the total rate for one complete circuit with proposed time to complete.

Proposed time to complete _____ weeks

ITEM 10 - CIRCUIT 41

\$ _____

Bid prices shall be the total rate for one complete circuit with proposed time to complete.

Proposed time to complete _____ weeks

ITEM 11 - CIRCUIT 42

\$ _____

Bid prices shall be the total rate for one complete circuit with proposed time to complete.

Proposed time to complete _____ weeks

ITEM 12 - CIRCUIT 43

\$ _____

Bid prices shall be the total rate for one complete circuit with proposed time to complete.

Proposed time to complete _____ weeks

ITEM 13 - CIRCUIT 51

\$ _____

Bid prices shall be the total rate for one complete circuit with proposed time to complete.

Proposed time to complete _____ weeks

ITEM 14 - CIRCUIT 52

\$ _____

Bid prices shall be the total rate for one complete circuit with proposed time to complete.

Proposed time to complete _____ weeks

ITEM 15 - CIRCUIT 53

\$ _____

Bid prices shall be the total rate for one complete circuit with proposed time to complete.

Proposed time to complete _____ weeks

ITEM 16 - CIRCUIT 61

\$ _____

Bid prices shall be the total rate for one complete circuit with proposed time to complete.

Proposed time to complete _____ weeks

ITEM 17 - CIRCUIT 62

\$ _____

Bid prices shall be the total rate for one complete circuit with proposed time to complete.

Proposed time to complete _____ weeks

ITEM 18 - CIRCUIT 63

\$ _____

Bid prices shall be the total rate for one complete circuit with proposed time to complete.

Proposed time to complete _____ weeks

ITEM 19 - CIRCUIT 71

\$_____

Bid prices shall be the total rate for one complete circuit with proposed time to complete.

Proposed time to complete____weeks

ITEM 20 - CIRCUIT 72

\$_____

Bid prices shall be the total rate for one complete circuit with proposed time to complete.

Proposed time to complete____weeks

ITEM 21 - CIRCUIT 81

\$_____

Bid prices shall be the total rate for one complete circuit with proposed time to complete.

Proposed time to complete____weeks

ITEM 22 - CIRCUIT 82

\$_____

Bid prices shall be the total rate for one complete circuit with proposed time to complete.

Proposed time to complete____weeks

ITEM 23 - CIRCUIT 83

\$_____

Bid prices shall be the total rate for one complete circuit with proposed time to complete.

Proposed time to complete____weeks

ITEM 24 - CIRCUIT 91

\$_____

Bid prices shall be the total rate for one complete circuit with proposed time to complete.

Proposed time to complete____weeks

ITEM 25 - CIRCUIT 92

\$_____

Bid prices shall be the total rate for one complete circuit with proposed time to complete.

Proposed time to complete____weeks

ITEM 26 - CIRCUIT 93

\$_____

Bid prices shall be the total rate for one complete circuit with proposed time to complete.

Proposed time to complete____weeks

ITEM 27 - BRUSH TREATMENT SPRAY

\$_____/hour

(Applied to Kudzu and Wisteria after removing from poles and guy wires)

Proposed product(s)_____

ITEM 28 - REMOVAL OF TREE 12.6" -18.5" IN DIAMETER \$_____

ITEM 29 - REMOVAL OF TREE 18.6" - 24.5" IN DIAMETER \$_____

ITEM 30 - REMOVAL OF TREE 24.6" -30.5" IN DIAMETER \$_____

ITEM 31 - REMOVAL OF TREE 30.6" - 36.5" IN DIAMETER \$_____

ITEM 32 - REMOVAL OF TREE 36.6"+ IN DIAMETER \$ _____

**ITEM 33 - HOURLY LABOR AND EQUIPMENT RATES
FOR ADDITIONAL WORK AND STORM WORK** \$ _____

ITEM 34 - HOURLY RATE FOR HEAVY DUTY MULCHER \$ _____

ITEM 35 - HOURLY RATE FOR LIGHT DUTY MULCHER \$ _____

Delivery Information: Delivery shall be made within _____ calendar days after receipt of purchase order.

Discounts will be allowed for prompt payment: _____percent, 10 calendar days
_____percent, 15 calendar days
_____percent, 20 calendar days
_____Net 30

COMPANY SUBMITTING BID _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID

TYPED NAME AND TITLE OF SIGNER

TELEPHONE NUMBER

FAX NUMBER

EMAIL

FEDERAL ID NUMBER

DATE

CONTRACT

THIS AGREEMENT was made and entered into the ____ day of _____, 20____, and between _____ (Contractor), party of the first part, and the **City of Opelika, Alabama** (Owner), a public municipality, party of the second part.

WITNESSETH:

That the first party, for consideration hereinafter fully set out, hereby agrees with the second party as follows:

- 1) That the first party shall furnish all the materials and perform all of the Work in the manner and form as provided by the following enumerated Invitation for Bids, Instructions to Bidders, Specifications, General Conditions, Special Provisions, Form of Contract, Form of Bonds, and Addenda, which are attached hereto and made a part hereof, as if fully contained herein.
- 2) The Contractor will commence the Work, identified in the Work Order, on the date(s) set between the City and the Contractor.
- 3) Proposals submitted in response to this invitation shall be firm for one (1) year. The contract period shall begin **upon award by the city council and end August 31, 2027**. Upon mutual agreement, this contract may be extended for two (2) additional years in one- (1-) year increments.
- 4) The Contractor agrees to perform all the Work described in the Contract Documents and comply with the terms therein and provide such services at the costs as outlined in the Bidder's Quotation.
- 5) The Contractor agrees to complete and submit to the City all necessary or relevant Contract Documents identified and to comply with the terms therein.
- 6) Conflict of Interest. The Contractor hereby agrees that he or she has previously disclosed to the City anyone among their team, any business entity or individual who is, or who is associated with, or is in any way likely to create a conflict of interest or a perception of conflict of interest and acknowledges that he or she has a continuing obligation to disclose any newly discovered or future conflict of interest.
- 7) Termination. Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of this Agreement, the City, after seven (7) days from written notice to the Contractor, may, without prejudice to any other remedy they may have, make good the deficiencies and deduct the cost thereof from the payment then or thereafter due to the Contractor.
- 8) Performance Behavior. Contractor shall employ staff who are courteous, helpful, and considerate to provide services under this Contract. Contractor's employees shall not use improper language or act in any inappropriate or improper manner as determined by the City. Contractor shall reassign any employee after notification by the City that such employee has engaged in unacceptable behavior.
- 9) Independent Contractor. Contractor must be and remain an Independent Contractor with respect to all services performed under the Contract. Contractor accepts full and exclusive liability for the payment of any and all contributions of taxes for social security, worker's compensation insurance, Medicare, unemployment insurance, or old age retirement benefits, pensions or annuities, now or hereafter imposed under any state or federal law, salaries or other remuneration paid to persons hired, including deposits of income tax withholding amount

due, and it agrees to indemnify and save harmless the City from any claims for contributions, taxes or liability thereof.

- 10) Indemnification. The Contractor shall defend, indemnify, and hold harmless the City and its respective officers, agents, and employees, from and against all damages, claims, losses, demands, suits, judgments, and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work. The Contractor further agrees to hold harmless and indemnify the City for any liability that arises under this agreement or as a result of the actions or omissions of the Contractor's employee.
- 11) That the first party shall commence (and complete) the Work to be performed under this agreement on a date to be specified in a written order of the second party and shall fully complete all work hereunder within said time.
- 12) The second party hereby agrees to pay to the first party for the faithful performance of the agreement, subject to additions and deductions as provided in the Bid Specifications, in lawful money of the United States as follows: in accordance with lump sum and unit prices set forth in this bid.
- 13) Upon submission by the first party of evidence satisfactory to the second party that all payrolls, material bills, and other costs incurred by the first party in connection with the construction of the Work have been paid in full, final payment on account of this agreement shall be made within thirty (30) days after the completion by the first party of all work covered by this agreement and the acceptance of such work by the second party.
- 14) It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance, the second party shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, the first party shall, at its expense, within five (5) days after the receipt of notice from the second party to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the second party. In such an event, no further payment to the first party shall be deemed due under this agreement until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to the second party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and date first above, written in two (2) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

ATTEST:

City of Opelika, Alabama

(OWNER)

By: _____

(OWNER'S WITNESS)

OWNER'S SEAL

(CONTRACTOR)

By: _____

(CONTRACTOR'S WITNESS)

CONTRACTOR'S SEAL

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
PRINCIPAL, and (Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto:

**The City of Opelika
Post Office Box 390
Opelika, AL 36803-0390**

hereinafter called OWNER, in the penal sum of _____
_____ dollars (\$_____) in lawful
money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THESE OBLIGATIONS is such that, whereas the Principal entered
into in 2026, a copy of which is hereto attached and made a part hereof for the performance of:

Right-of-Way Vegetation Management

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall
faithfully perform the terms and conditions of the Contract in all respects on its part, and shall
fully pay all obligations incurred in connection with the performance of such Contract on
account of labor and materials used in connection therewith, and all such other obligations of
every form, nature and character, and shall save harmless the Owner from all and any liability
of every nature, kind and character which may be incurred in connection with the performance
or fulfillment of such Contract or other such liability resulting from negligence or otherwise
on the part of such Principal, and further shall save harmless the Owner from all costs and
damage which may be suffered by reason of the failure to fully and completely perform said
Contract, and shall fully reimburse and repay the Owner from all costs and damage which

may be suffered by reason of the failure to fully and completely perform said Contract, and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and materials furnished in connection with the performance of the Contract, and that the failure so to do with such persons, firms, partnerships or corporations shall give them a direct right of action against the Principal and Surety under this obligation; and provided, however, that no suit, action, or proceeding by reason of any default whatever shall be brought on this bond after one (1) year from the date on which the final payment on the Contract falls due, and provided further that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract or any other forbearance on the part of either the Owner or the Principal shall not, in any way, release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the Surety of any such alterations, extensions or forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms, and conditions herein stipulated, and after such performance, it shall become null and void.

IN TESTIMONY WHEREOF, witness the hands and seal of the parties hereto on this the _____ day of _____, 2026.

Executed in two (2) counterparts.

ATTEST:

Contractor: _____

Witness: _____

By: _____
(PRINCIPAL)

Surety: _____

Witness: _____

By: _____
(SURETY)

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called PRINCIPAL, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto:

**The City of Opelika
P. O. Box 390
Opelika, AL 36803-0390**

hereinafter called OBLIGEE, in the penal sum of _____
dollars, (\$_____) in lawful
money of the United States, for the payment of which sum well and truly to be made, we bind ourselves,
our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, said Principal has entered into a certain contract with said Obligee, dated this _____ day of
_____, 2026, hereinafter referred to as the Contract for the construction of:

Right-of-Way Vegetation Management

which Contract and the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal and all Subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Principal and of such Subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, feed-stuffs, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extensions of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on said bond, then the above obligation shall be void; otherwise, to remain in full force and effect; provided, however, that this bond is subject to the following conditions and limitations:

- A) Any person, firm or corporation that has furnished labor, materials, feed-stuffs or supplies for or in the prosecution of the work provided for in said Contract shall have a right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal or Surety or either of them (but not later than one (1) year after the final settlement of said Contract) in which action claim or claims shall be adjudicated and judgment rendered thereon.
- B) The Principal and Surety hereby designate and appoint _____ (to be filled in by Surety Co.) as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.
- C) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- D) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action, or proceeding thereon that is instituted later than one (1) year after the final settlement of said Contract.
- E) This bond is given pursuant to the terms of Act No. 39, General Laws of Alabama, approved February 8, 1935, entitled "An Act to Further Provide for Bonds and Contractors on State and Other Public Works and Suits Thereon".

Executed in two (2) counterparts.

SIGNED, SEALED, AND DELIVERED this _____ day of 2026.

Witness: _____

By: _____
 (PRINCIPAL)

Countersigned:

 (Resident Agent)

Bonding Co.: _____

Address: _____

Company: _____

Address: _____

BID NO.: 26026
ANTI-COLLUSION STATEMENT

THE BELOW SIGNED VENDOR CERTIFIES THAT THE ACCOMPANYING BID IS NOT A RESULT OF, OR AFFECTED BY, ANY UNLAWFUL ACT OF COLLUSION WITH ANY PERSON OR COMPANY ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE, OR ANY OTHER FRAUDULENT ACT PUNISHABLE UNDER ALABAMA OR UNITED STATES LAW. VENDOR HAS NOT DIVULGED TO, DISCUSSED, OR COMPARED HIS BID WITH OTHER VENDORS AND HAS NOT COLLUDED WITH ANY OTHER BIDDERS OR PARTIES TO A BID WHATSOEVER. **NOTE:** NO PREMIUMS, REBATES, OR GRATUITIES TO ANY EMPLOYEE ARE PERMITTED WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME

BY (PRINTED)

BY (SIGNATURE)

TITLE

ADDRESS

PHONE NUMBER

EMAIL

BID NO.: 26026
STATEMENT OF NO BID/PROPOSAL

NOTE: If you DO NOT intend to bid on this commodity or service, please complete and return this form immediately. Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Opelika wishes to keep its bid list file up to date. If, for any reason you cannot supply the commodity/service noted in this bid/proposal solicitation, this form must be completed and returned to remain on the bid list for future projects of this type.

If you do not respond to this inquiry within the time set for the proposal opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this commodity/service list.

- _____ Specifications too "tight", i.e. geared toward one brand or manufacturer only.
- _____ Specifications are unclear (explain below)
- _____ We are unable to meet specifications.
- _____ Insufficient time to respond to the Request for Proposal.
- _____ Our schedule would not permit us to perform.
- _____ We are unable to meet bond requirements.
- _____ We are unable to meet insurance requirements.
- _____ We do not offer this product or service.
- _____ Remove us from your proposers list for this commodity or service.
- _____ Other (specify below).

REMARKS _____

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____

PHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

ADDRESS: _____
(Street address) (City) (State) (Zip)