

INVITATION TO BID

STATE OF ALABAMA COUNTY OF BALDWIN

NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, (“Commission”), Alabama, will **receive bids in the Purchasing Office on October 15, 2015 at 10:30 A.M., for the Provision of Fire Protection Services (Extinguishers) for the Baldwin County Commission. Bids will be opened on October 15, 2015 at 11:00 A.M., in the Purchasing Conference Room located at 257 Hand Ave., Bay Minette, Alabama. Bids received after the October 15, 2015 at 10:30 A.M., deadline will not be considered.** All times to be determined solely by the clock on the wall of the Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is “received” at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.

SEE ATTACHED SPECIFICATIONS

This invitation package consists of **TWELVE (12)** pages. Bidders shall verify that have received all pages as indicated. If all pages have not been received, then it is the responsibility of the bidder to contact the Purchasing Manager, Wanda Gautney at (251) 580-2520 phone, (251) 580-2536 fax.

GENERAL BID INFORMATION

Bidders shall carefully read all parts of the invitation package with its accompanying schedules and attachments, if any. Bidders shall direct all requests for explanation or additional information concerning the meaning or interpretation of the conditions or attached specifications of this invitation to Wanda Gautney in writing or by e-mail (wgautney@baldwincountyal.gov) in sufficient time for a reply before submission date of bids. The Commission cannot, and does not, guarantee that such inquiries sent by mail or e-mail, will be received timely or prior to the required submission date and time. It is the responsibility of the bidder to contact the Purchasing Manager, Wanda Gautney at (251) 580-2520 if a reply is not received.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment considered best suited for Baldwin County.

Contact initiated by a potential bidder with a county official will be only as specifically set out in this invitation. Any other contact with a county official initiated by a potential bidder or bidder regarding this bid, **between the date of this invitation to the date of bid award**, shall be deemed and treated as an attempt to unduly influence the bid award, and may be grounds for rejection of the bid submitted by the bidder initiating such other contact, at the discretion of the Baldwin County Commission.

BIDDER QUALIFICATIONS

All Bidders, must be in, and remain, and by submitting a bid represent that they are and will remain, in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular, and without limitation, all bidders must be and remain licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, and Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders shall be prepared to timely submit to the County non confidential evidence or documentation demonstrating that they are presently licensed and permitted under Alabama law. Such non confidential evidence or documentation is encouraged to be submitted with the Bid Package.

The bidder expressly acknowledges, to and for the benefit of the Baldwin County Commission, that this Agreement may be funded with **federal grant monies** and, therefore, bidder expressly warrants and agrees that it shall at all times comply with all applicable federal, state, local and municipal laws and regulations. For more information about the Federal regulations visit the website <http://www.gpoaccess.gov/index.html> Code of Federal Regulations.

All bidders must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov

PREPARING THE BID

Bids must be typed or hand written in ink. A bid submitted in pencil is unacceptable. The Bid Guarantee and Bid Response Form must be the original paperwork; copies are not acceptable. All required paperwork must be received in the sealed Bid Package.

These specifications exhibit the general intent and purpose of Baldwin County regarding this bid; and they shall be so considered by the bidders. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail. The bidder also agrees that the work and materials not indicated, or expressly mentioned in these specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work the same as if fully and expressly indicated and specified.

The Bidders shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. The exceptions shall be labeled **"EXCEPTION(S) TO BID CONDITIONS AND SPECIFICATIONS,"** and shall be attached to the front of the

bid inside the Bid Package. Additional features and/or capabilities not included in the specifications may be included in the bid.

To facilitate the bid evaluation and tabulation, bids should be submitted with specifications identified in the order in which they appear in this document. If applicable, the bidder will provide cost in two (2) categories:

(1) Cost using material as specified.

(2) Cost using material as specified of at least 25% recycled material, if available.

It is the intent of the Commission to award bids which include recycled material when not prohibitive in cost and when in compliance with all other terms and conditions of the Alabama Competitive Bid Law.

IF THE TOTAL PROPOSED BID AMOUNT EXCEEDS \$10,000.00, A BID GUARANTEE OF AT LEAST 5% OF THE PROPOSED BID AMOUNT, NOT TO EXCEED \$10,000.00, WILL BE INCLUDED WITH THE BID. Such bid guarantee shall be in the form of a bid bond (individual or annual, provided, that bonding is available for such services, equipment or materials), postal money order, certified check, cashier's check, or Letter of Credit. **No exceptions will be allowed.** In the event that a bidder is unable to, or does not, accept the bid award, the bid guarantee may be forfeited to the County at the County's discretion.

SUBMITTING THE BID

In the event that a bidder is financing the product(s) through another agency other than itself, the financing agency must sign the Bid Response Form along with the bidder. A copy of the financing agreement and all conditions must be included with the Bid Response Form. The bidder and the Financing Agency will be held to the requirements stated in the Invitation to Bid. Any assignment of the financing agreement must be approved by the financing agency and the County Commission. Failure to disclose the financing information and all conditions will disqualify the Bidder at the County's discretion.

Bidders that are returning a **NO BID** statement shall write on the outside of the Bid Package, the **Bid Number (i.e. WG15-36) with "NO BID"** written underneath. The Bid Package will not be opened in public, but it will be noted that the bidder did respond.

Bids may be hand delivered at any time prior to the bid opening date and time to the Baldwin County Purchasing Office, Annex III Building, 257 Hand Avenue, ATTN.: Wanda Gautney, **(mailing) 312 Courthouse Square-Suite 15, Bay Minette, Alabama 36507**. The Commission cannot guarantee that bids sent by mail or courier will be received will be received on or before the bid opening day and time as required. Bids received after the deadline shall not be accepted and shall be returned.

All bids received must be in a sealed envelope plainly marked, **"WG15-36" "PROVISION OF FIRE PROTECTION SERVICES (EXTINGUISHERS)."** Bids submitted by "Express/Overnight" services must be in a separate inner envelope/package sealed and identified as stated in the previous sentence. Bidders and any other interested individuals are invited to attend the bid opening.

BID AWARD

The Baldwin County Commission, at its discretion, may offer an extension of the Contract awarded to the successful bidder for an additional period not to exceed twelve (12) months or until such time that a new contract can be bid and awarded. Any extension will be at the same prices, terms and conditions. Any extension must have the written approval of both the County and Awarded Bidder within sixty (60) days prior to the expiration of the original contract.

All factors stated in this invitation package will be considered in determining the successful bidder, and any omission(s) of the stated requirements may be cause for rejection of the bid (s), all as determined solely by the Baldwin County Commission.

The County Commission reserves the right to study bids as to their correctness and may award the bid within a thirty (30) day period but the County Commission reserves the right to extend the bid award for an additional thirty (30) days until an award decision can be made.

The Baldwin County Commission reserves the right to reject any and all bids, to waive any informality in bids, and to accept in whole or in part, such bid or bids, solely at its discretion.

TITLE 39/CODE OF AL COMPLIANCE

As a condition of any Bid Award and the respective contract(s) pursuant thereto, the County places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works, to ensure that they and/or any of their respective agents comply with all applicable provisions of Title 39-1-1 et seq. Code of AL 1975.

More specifically, any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:

“(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published . . .” §39-1-1(f)Code of AL 1975.

“(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency’s bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week.” §39-1-1 (g) Code of AL 1975.

NOTE: Any failure to fully comply with this section or any applicable laws of the State of Alabama shall be deemed a material breach of the terms of both the Bid Award and the respective contracts resulting there from. Furthermore, Baldwin County takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.

Done this 15th day of September, 2015.

Charles F. Gruber s/s
CHARLES F. GRUBER, Chairman
Baldwin County Commission

BID #WG15-36 SPECIFICATIONS

These specifications shall be construed as minimum. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

Bidder shall give unit prices as indicated on the Bid Response Form, prices shall be firm for the period in which the bid is in effect. **The price shall include all applicable charges, to include but not limited to installation, materials for recharging of extinguisher to include O rings, pull pins, valve stems and gauges, labor, travel, etc.**

It is the intent of the Baldwin County Commission to award this contract for twenty-four (24) calendar month period to begin on November 3, 2015. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to one (1) additional year (2017). The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2015 contract with its intent to extend the contract. The Contractor shall respond in writing to the Baldwin County Purchasing Manager stating it will or will not agree to the contract extension. The said response shall be made to the Baldwin County Purchasing Manager within ten (10) calendar days of receipt of the Commission's intent to extend letter. The prices for 2015 shall also apply to the extension period(s).

The Bidder is responsible for checking to see how many extinguishers are in each building.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer's, but is solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County.

SCOPE OF WORK

The successful bidder will provide all labor and materials to perform inspection of all fire extinguishers located within County Buildings. The inspection cost shall be given as indicated on the Bid Response Form.

Heavy equipment, buses, or any type of wheeled unit carrying a extinguisher will be available at its home location for inspection or recharge maintenance. The Awarded bidder shall call the Baldwin County Maintenance Department or the Baldwin County Sheriff's Maintenance Department a minimum of two (2) days prior to arrival to inspect and must have a maintenance person with them at all times. The Awarded Bidder is responsible for setting appointments with the home location. All extinguishers shall be tagged and dated in the same month as the inspection for each building.

The bidder will be responsible for making sure all extinguishers are fully charged. Unit cost shall be given as indicated on the Bid Response Form. All five (5) year fire extinguishers shall be repaired on site or a loaned extinguisher put in place until the extinguisher is repaired or replaced.

The bidder shall be responsible for providing new extinguisher upon request. Unit cost shall be given as indicated on the Bid Response Form.

The bidder shall be responsible for recharging all types of units owned by Baldwin County. Unit cost shall be given as indicated on the Bid Response Form. **This cost should include all applicable charges for O rings, pull pins, valve stems and gauges.**

The bidder shall be responsible for annual maintenance on hand held, wheeled units, annual conductivity test for carbon dioxide units. Unit cost shall be given as indicated on the Bid Response Form.

Inspection fees for any new buildings added during the year will be negotiated with the awarded bidder.

The Baldwin Correction Centers Fire Extinguishers will require monthly inspections and must be tagged monthly. This is the only Baldwin County facility that will be inspected each month. Inspection fee shall be given as indicated on the Bid Response Form.

COORDINATION WITH BALDWIN COUNTY COMMISSION

The contact person for the Baldwin County Commission will be Mr. Junius Long at (251)580-2531. The contact person for the Baldwin County Correction Center will be Mr. John Henry (251)937-9561 ext. 2508.

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Fire Extinguisher Service
Inspection Cost Per Visit:

BAY MINETTE OFFICES

Bay Minette Courthouse \$ _____
1 Courthouse Square, Bay Minette, AL

Bay Minette Annex I Building \$ _____
312 Courthouse Square, Bay Minette, AL

Bay Minette Annex III Building \$ _____
257 Hand Ave., Bay Minette, AL

Bay Minette Annex V Building (All Bldg.)
1705 Hwy 31 South, Bay Minette, AL \$ _____

Baldwin County Sheriff's Office Bldg
310 Hand Ave., Bay Minette, AL \$ _____

Baldwin County Sheriff's Maintenance Shop
210 Rail Road St., Bay Minette, AL \$ _____

Bay Minette Annex VI Building \$ _____
212 Courthouse Square, Bay Minette, AL

Bay Minette Archives Building \$ _____
305 East Second Street, Bay Minette, AL

Byrne Street Building \$ _____
302 Byrne Street, Bay Minette, AL

Bay Minette Maintenance Building
107 South St., Bay Minette, AL \$ _____

Juvenile Detention Center \$ _____
43405 Nicholville Rd., Bay Minette, AL

Mill Creek (Sheriff's) Training Facility
15950 Mosley Rd., Stapleton, AL \$ _____

Baldwin County District Attorney's Office
101 Hand Ave., Bay Minette, AL \$ _____

Bay Minette Administration Bldg \$ _____
322 Courthouse Square, Bay Minette, AL

Bay Minette Annex II Building \$ _____
175 Courthouse Square, Bay Minette, AL

Bay Minette Annex IV Building \$ _____
105 W. 3rd St., Bay Minette, AL

Bay Minette Board of Education (2 bldgs)
2600 N. Hand Ave., Bay Minette, AL \$ _____

Baldwin County Correction Center
200 Hand Ave., Bay Minette, AL \$ _____

Baldwin County Sheriff's Garage
1400 Moran St. Bay Minette, AL \$ _____

Judge of Probate Office Building \$ _____
220 Courthouse Square, Bay Minette, AL

Accounts Payable Building \$ _____
324 Courthouse Square, Bay Minette, AL

Council On Aging (Vaughn) \$ _____
55810 Canaan Rd, Stockton, AL

Bay Minette Highway Department
203 Dickman Rd., Bay Minette, AL \$ _____

BM Transfer Station (Bldg. Only) \$ _____
43205 Nicholville Rd., Bay Minette, AL

Baldwin County Level II Shelter
207 N. White Ave., Bay Minette, AL \$ _____

BRATS Annex Bldg
104 E. 5th Street, Bay Minette, AL \$ _____

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Fire Extinguisher Service
Inspection Cost Per Visit:

Legislative Delegation (Complex-3 offices)
203 E. Oak St., Bay Minette, AL \$ _____

Baldwin County Wilderness Facility
23750 Ewing Farm Rd., Atmore, AL \$ _____

Baldwin County Sheriff's Support Services
111 East 4th St., Bay Minette, AL \$ _____

Baldwin County Community Corrections
119 W. 2nd St., Bay Minette, AL \$ _____

Bicentennial Park (All Buildings)
51233 Hwy 225, Bay Minette, AL \$ _____

Voting Machine Building
203 Dickman Rd., Bay Minette, AL \$ _____

Baldwin County Megasite (Pavillion)
49780 Rabun Rd., Bay Minette, AL \$ _____

LOXLEY

Ellisville Community Center (Loxley)
14090 Co. Rd 66, Loxley, AL \$ _____

McBride C & D Landfill (Loxley)
14200 Co. Rd. 64, Loxley, AL \$ _____

ROBERTSDALE

BRATS
18100 Co. Rd 54, Robertsdale, AL \$ _____

Robertsdale Sheriff Office
18126 Co. Rd 54, Robertsdale, AL \$ _____

Emergency Mgmt (R'dale) (2-Buildings)
23100 McAuliffe Dr., Robertsdale, AL \$ _____

Robertsdale Central Annex
22251 Palmer St., Robertsdale, AL \$ _____

Robertsdale Central Annex II (All of Building)
22070 Hwy 59 South, Robertsdale, AL \$ _____

Coroner's Office
18126B Co. Rd 54, Robertsdale, AL \$ _____

Robertsdale Sheriff Storage Facility
18126 Co. Rd 54, Robertsdale, AL \$ _____

State of Alabama Health Dept. (R'dale)
23280 Gilbert Dr., Robertsdale, AL \$ _____

Robertsdale Coliseum & Fairgrounds
19477 Fairground Rd, Robertsdale, AL \$ _____

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Fire Extinguisher Service
Inspection Cost Per Visit:

FAIRHOPE

Fairhope Courthouse
1100 Fairhope Ave., Fairhope, AL \$ _____

Fairhope BRATS Hub
20531 Bishop Rd., Fairhope, AL \$ _____

CRO/State Probation
20555 Bishop Road, Fairhope, AL \$ _____

SILVERHILL

Silverhill Highway Dept (All Bldgs)
22220 West Blvd., Silverhill, AL \$ _____

Silverhill Highway Construction Bldg
22220 West Blvd., Silverhill, AL \$ _____

SUMMERDALE

Magnolia Landfill (all Buildings)
15140 Co. Rd 49, Summerdale, AL \$ _____

Animal Shelter @ Magnolia Landfill
15050 Co. Rd. 49, Summerdale, AL \$ _____

FOLEY

Foley Courthouse \$ _____
201 East Section Ave., Foley, AL

Building Maintenance Dept. \$ _____
1013 North Juniper Street, Foley, AL
(old Foley Hwy Building)

Building Maintenance Building
201 East Section Ave. Foley, AL \$ _____

Foley Highway (New Site)
20764 Co. Rd 24, Foley, AL \$ _____

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Fire Extinguisher Service

Inspection Cost Per Year

2.5 lb ABC		
2.5 lb ABC 6-Yr		
5 lb ABC		
5 lb ABC 6-yr		
10 lb ABC		
10 lb ABC - 6yr		
20 lb ABC		
20lb 6 yr		
K Type		

Cost P/Charge Extinguisher Units:

2.5 lb ABC		
2.5 lb ABC 6-Yr		
5 lb ABC		
5 lb ABC 6-yr		
10 lb ABC		
10 lb ABC - 6yr		
20 lb ABC		
20lb 6 yr		
K Type		
2.5 lb. BC		
5 lb BC		
5 lb Co2		
10 lb BC		
20 lb BC		
10 lb Co2		
15 lb Co2		
20 lb Co2		
50 lb Co2		
50lb ABC		
150 lb ABC		
2.5 gallon K		
6 liter K Class		
50lb Wheel Unit		
150 lb Wheel Unit		
11 lb Halotron		

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Fire Extinguisher Service

Cost of Purchasing New Units:		
2.5 lb ABC w/ Vehicle Bracket		
5 lb ABC w/Wall Hanger		
10 lb ABC w/Wall Hanger		
20 lb ABC w/Wall Hanger		
50 lb ABC Wheel Unit		
125 lb ABC Wheel Unit		
150 lb BC Wheel Unit		
5 lb Co2 w/Wall Hanger		
10 lb Co2 w/Wall Hanger		
15 lb Co2 w/Wall Hanger		
20 lb Co2 w/Wall Hanger		
50 lb Co2 Wheel Unit		
100 lb Co @ Wheel Unit		
2.5 lb Halotron w/Vehicle Bracket		
5 lb Halotron w/ Wall Hanger		
11 lb Halotron w/Wall Hanger		
15.5 Halotran w/Wall Hanger		
6 liter K-Class w/Wall Hanger		
2.5 gal K-Class w/Wall Hanger		
2.5 Gallon Water		
4.75 Clean Guard		
9lb Clean Guard		
13lb Clean Guard		