

INVITATION TO BID

STATE OF ALABAMA

COUNTY OF BALDWIN

NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, Alabama, will receive bids in the Purchasing Office on November 9, 2015 at 11:00 A.M., for the Provision of Tree Removal and Disposal Services for the Baldwin County Commission. Bids will be opened November 9, 2015 at 11:30 A.M., in the Purchasing Conference Room located in the Annex III Building at 257 Hand Avenue, Bay Minette, Alabama. Bids received after November 9, 2015 at 11:00 A.M., deadline will not be considered. All times to be determined solely by the clock on the wall of 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 they 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 Officer, 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 e-mail (wgautney@baldwincountyal.gov) in sufficient time for 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 and 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 an 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 out-of-state 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 handwritten in ink. A bid submitted in pencil 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.

A BID GUARANTEE OF \$500.00 WILL BE INCLUDED WITH THE BID. Such bid guarantee shall be 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, Letter of Credit, or certain bonds or note of the United States. This is required by the Alabama Competitive Bid Law, Title 41, Chapter 16, **Code of Alabama 1975**, as amended; **no exceptions will be allowed.**

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. WG16-02) 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 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, **"WG16-02" "PROVISION OF TREE REMOVAL AND DISPOSAL SERVICES."** 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 20th day of October, 2015.

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

BID #WG16-02 SPECIFICATIONS

All workmen and equipment shall be furnished by the Contractor.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

BID RESPONSE FORM

Each supplier should use the Response Form provided for their bid. Exceptions to the bid specifications are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response Form.

AWARD

The bid will be awarded to the lowest responsible bidder complying with the conditions of the bid invitation provided that said bid is reasonable and is in the best interest of Baldwin County.

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.

NO BID WILL BE ACCEPTED WITHOUT PROOF OF INSURANCE.

It is the intent of the County to award to one vendor.

Purchase Orders will be issued for the services.

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2016 and 2017), in twelve (12) month increments. 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 prices for 2015 shall also apply to the extension period(s).

BIDDER QUALIFICATIONS

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted.

LAWS AND REGULATIONS

The bidders attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

TRAFFIC CONTROL, SAFETY ITEMS

Contractor shall erect all warning signs, and provide the appropriate personnel, if required, and all other items required to safely handle traffic through work area. Traffic Control Devices shall be provided by the Contractor. Traffic Control Devices provided must comply with MUTCD.

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

The Contractor shall not commence work under this contract until all the required insurance has been obtained by Contractor and approved by the County. Nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

COMPENSATION INSURANCE

Contractor shall procure 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 his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen’s compensation Insurance for all of 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 a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen’s Compensation Statute, the 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. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

CONTRACTOR’S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of acceptance of the work by the County or at the date of the final amounts owed the Contractor by the County, whichever occurs first.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$500,000; combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

COUNTY’S PROTECTIVE LIABILITY INSURANCE

The Contractor shall at his expense provide County’s protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These

policies shall provide limits of liability in the amount of \$500,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

HOLD HARMLESS PROVISION

The Contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including without limitation death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give direction or instruction by the county's departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall require each of his Subcontractors to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof, in amounts approved by the County.

Three (3) executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this Contract, the Contractor shall:
Comply with the safety standards provisions of applicable laws, building and construction codes as required by the Associated General Contractors of America, and the requirements of OSHA (Occupational Safety and Health Act).

Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

The Contractor shall furnish and maintain sufficient and adequate danger signals, lights, barriers, etc., as necessary to prevent accidents and to protect the work site. These items are Considered incidental and are considered as part of the Contract.

CANCELLATION CLAUSE

Baldwin County reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice, for failure to meet required specifications. In the event of termination, **only** work performed prior to the effective date of termination **that meets specifications and that has been received in full** shall be paid by Baldwin County.

TREE REMOVAL AND DISPOSAL

1. SCOPE

- The intent of the bid is to obtain a contract with a tree removal service in order to remove trees that county forces cannot remove.

2. PERSONAL QUALIFICATIONS

- Every member of the crew on the job site must have “Line Clearance” certifications.
- Company must have a certified ISA stationed in Baldwin County in order to direct crews.
- Every crew member must have all appropriate OSHA certifications.

3. RESPONSE TIME

- Contractor must have crews on job site within 36 hours after receiving Purchase Order, unless otherwise directed in writing by the Baldwin County Highway Supervisor.
- Under No Circumstance shall work be completed on weekends nor will overtime be used without prior approval from Baldwin County Highway Department.
- The Baldwin County Highway Department shall be notified 24 hours in advance of any tree removal services being performed to coordinate inspection personnel.

4. CREW SIZE AND EQUIPMENT

- Baldwin County Highway Department must approve crew size and equipment for each job.
- Any equipment not listed on the bid sheet shall be paid per Blue Book rates.
- Any saws and other hand tools shall be subsidiary items to the equipment hourly rates
- Contractor shall take great care not to damage any county property or private property. Any damages or repairs shall be the responsibility of the contractor.
- If the Baldwin County Highway Department is not satisfied with the quality or quantity of work being provided, the Department reserves the right to cancel contract or revert to next low bidder.
- All work shall be completed on Baldwin County maintained right-of-ways unless otherwise directed in writing by Baldwin County Highway Department.

- Any temporary work easements required to perform the job shall be the responsibilities of the contractor.
- Stump Grinding price shall include equipment, labor and materials
- Bid shall be evaluated based on a standard crew size listed below.

1 Aerial Lift 4x4
1 Foreman
1 Equipment Operator
1 Trimmer

5. INVOICE BILLING

- Invoices must be broken down to show labor and equipment by unit prices separately.
- Billing rates shall include only on the job tree removal. All disposal costs shall be subsidiary to equipment rates.

BID #WG16-02 RESPONSE FORM
Provision of Tree Removal & Disposal Services
Page 1 of 2

Date: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Name: _____

Address: _____

Company Rep _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

A BID GUARANTEE OF \$500.00 MUST BE INCLUDED WITH THE BID RESPONSE.

BID #WG16-02 RESPONSE FORM

Provision of Tree Removal & Disposal Services

Page 2 of 2

LABOR

BILLING RATE PER HOUR
STRAIGHT TIME OVERTIME

Standard Crew Size
(1-Foreman, 1-Equipment Operator, 1-Trimmer)

EQUIPMENT

DESCRIPTION

RATE PER HOUR

Aerial Lift Big Foot 4x4

Aerial Lift 4x4

Aerial Lift 2WD

Chipper

Pickup

Loader Truck 2-ton w/grapple & dump

STUMP GRINDING

EACH

6 in. Diameter to 11.99 in. Diameter

12 in. Diameter to 23.99 in. Diameter

24 in. Diameter to 47.99 in. Diameter

48 in. Diameter and Greater
