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 September 18, 2026, at 1:00 P.M., for the Provision of Pest Control Services for the Baldwin County Corrections Center. Bids will be opened on September 18, 2026, at 1:30 P.M., in the Purchasing Conference Room located at 257 Hand Ave., Bay Minette, Alabama. Bids received after September 18, 2026, at the 1:00 P.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 **ELEVEN (11)** 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 Director, 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 shall be referred 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 inquiries sent by mail or e-mail will be received on or before the submission date and time as indicated. It is the responsibility of the bidder to contact the Purchasing Director, Wanda Gautney, at (251) 580-2520 if a reply is not received.**

The use of specific names and numbers in the attached 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 Baldwin County Commissioners 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 improperly influence the bid award, and may be sufficient 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, to the best of their knowledge and belief, must be in, and 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 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, Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders should be prepared to timely submit to the County non-confidential evidence or documentation demonstrating that the fact 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 https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200 Code of Federal Regulations.

The Certification Regarding Lobbying form must be completed and submitted in your response package.

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

All bidders that qualify as a Disadvantaged Business Enterprise (DBE) must provide supporting documentation in their bid response along with the completed DBE Registration form that may be downloaded from the County website www.baldwincountyal.gov A Disadvantaged Business Enterprise or DBE means a for-profit small business that (1) is at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

PREPARING THE BID

Bids must be typed or handwritten in ink. A bid submitted in pencil shall not be accepted. The Bid Guarantee and Bid Response Form must be an original; copies shall not be accepted. All required paperwork must be received in the sealed Bid Package.

The attached specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of Baldwin County regarding this bid; said specifications shall be so considered by the bidders. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said 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 by the bidder and at the bidder's sole expense, the same as if 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 bid evaluation and tabulation, it is suggested that bids 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. This is required by the Alabama Competitive Bid Law, Title 41, Chapter 16, **Code of Alabama 1975**, as amended; **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 who return a **NO BID** statement shall write on the outside of the envelope, the **Bid Number (WG23-48) with "NO BID"** written underneath. The envelope 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 address) 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, **"WG26-48" PROVISION OF PEST CONTROL SERVICES FOR THE BALDWIN COUNTY CORRECTION CENTER".** 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

All factors stated in this invitation package will be evaluated 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 formality 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 three 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 one hundred thousand ($100,000) 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 3rd day of September 2026.

Roger H. Rendleman s/s
ROGER H. RENDLEMAN, County Administrator
Baldwin County Commission

BID #WG26-48 SPECIFICATIONS

The Baldwin County Commission is seeking bids for pest control services for Baldwin County Corrections Center.

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.

It is the intent of the Baldwin County Commission to award this contract for twenty-four (24) calendar month period beginning on day of award. 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 (2028). The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2026 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 2026 shall also apply to the extension period(s).

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.

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.

Award will be to the lowest responsible bidder meeting specifications. It is not the policy of the Baldwin County Commission to purchase on the basis of low bid only.

Baldwin County Commission reserves the right to reject any and all bids.

BID RESPONSE FORM

Each supplier should use the Response Form provided for their bid. **All exceptions must be listed and attached to the bid response form.**

The Baldwin County Commission intends to award the bid to one vendor.

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.

INSURANCE
Successful bidder must furnish a Certificate of Insurance that covers General Liability, Auto Liability, Worker's Compensation, and Pesticide or Herbicide Applicator Coverage. Limits will be equal to or more than enclosed specimen.

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.

CONTRACT CANCELLATION
The County may terminate the contract with thirty (30) days written notice if it is determined the level of service is inadequate or if the contractor fails to comply with the requirements of the specifications. The County shall be the sole judge of compliance.

SUBMITTALS
Copies of labels and Material Safety Data Sheets for all chemicals to be used shall be submitted upon request.

PRODUCT HANDLING
Use of all means necessary to protect property and buildings before, during and after treatment and to protect the treatment and materials of other work.

In the event of damage, immediately contact the Baldwin County Commission Purchasing Manager and arrange for replacements and repairs.

MATERIALS
To the extend approved by governmental agencies having jurisdiction, use working solutions as recommended by the manufacture for pest treatments and in accordance with National Pest Control Association standards.

Odorless chemicals shall be used when regular chemicals present an inconvenience (meeting, conferences, seminars, public events, etc.) to personnel or public.

SCOPE OF SERVICES
Furnish all materials, labor, equipment, and insurance necessary to inspect and service each building as designated or more often if necessary to insure maximum sanitation with respect to vermin and rodents.

Treatment (all buildings) shall include pest control services for complete control of, but not limited to: rats, mice, ants (including carpenter), roaches, beetles (including wood boring), box elder bugs, caterpillars, moths, centipedes, millipedes, lice, mites, crickets, earwigs, silverfish, fire brats, sowbugs, pill bugs, ticks, fleas, spiders, crabs, bedbugs, bees, wasps, yellow jackets and hornets.

Pest Control Services (all buildings) shall include inside premises, outside wall junctures and 5 feet from base of the building.

Pest Control Services will be quoted on a monthly basis. If the building occupants see insects between the treatments, then the exterminating company will come back and re-spray at **no charge.** When a call back is received by the successful bidder to re-spray, a forty-eight (48) hour response is required. Only the areas where insects have been reported will be re-sprayed.

A cost shall be listed on the Bid Response Form for outside rat bait stations. The bid price listed should be the monthly cost **PER SITE location** not a per rat box price. **The rat bait stations bid price will not be considered to determine the bid award.**

This service does not include pests that require special treatment, such as termites, snakes, etc.

All invoices will have a copy of the service ticket attached when submitted for payment. The service ticket must be signed at the time of service by a county employee located at County facility. Invoices will not be processed if the signed tickets are not attached.

Prior to all Work carefully inspect all structures and verify the conditions involved in performing the work. Note that all rodent carcasses and old baits are to be removed from the premises. Avoid damage to property and protect the public, buildings, plants, furniture, etc. which may be damaged in the process of doing work. All damage shall be at the Contractor's expense with no additional cost to the Owner.

In the event upon carrying out the work of this contract the exterminator discovers pest which are not covered by these specifications he will notify the Baldwin County Commission immediately.

Do no dispose of any Pesticides, Rodenticide, or other material on the property.

Contractors must not use Baldwin County sites to prepare or dispose of any pesticide or chemicals, including any pest carcass.

Application or treatment shall be scheduled so as to offer a minimum of interference with normal operations.

Services must be performed after 10:00 P.M., at this facility.

BID #WG26-48 RESPONSE FORM

Provision of Pest Control Services for the Baldwin County Corrections Center

Date:_____

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

Company Name:_____

Address:_____

_____

Company Rep_____

_____
(Rep. Name Typed or Printed)

Position:_____

Email: _____

Phone:_____

Fax:_____

Financing through another agency beside yourself ____ or ____
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response form.

_____
Financing Agency Authorized Signature

All exceptions must be listed and attached to the bid response form.

BID #WG26-48 RESPONSE FORM
Provision of Pest Control Services for the Baldwin County Corrections Center

The buildings listed shall be treated monthly as designated with no charge follow-up.
M-denotes Monthly treatment

Bay Minette	Service	Amount
200 Hand Ave Baldwin County Corrections Center (All Bldgs. Including female housing facility.)	M	
Rat Bait Stations (per site location)	M	

** The rat bait stations bid price will not be considered to determine the bid award.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure of Lobbying Activities,'' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure of Lobbying Activities,'' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix: * First Name: Middle Name: * Last Name: Suffix: * Title:
* SIGNATURE: * DATE: