ADVERTISEMENT FOR BIDS
City of Northport, Alabama

Bid File Number 19-08

LAWN MAINTENANCE SERVICE

Separate sealed BIDS for **Lawn Maintenance/Cutting Service** will be received by THE CITY OF NORTHPORT in the Council Conference Room at 3500 McFarland Blvd, Northport, AL, until 10:00 a.m. (local time), Wednesday, September 4, 2019, and then at said office publicly opened and read aloud.

The contract will consist of lawn cutting on private or public properties. Bids may not be withdrawn for thirty (30) days from the date of the bid opening.

The complete contract documents may be examined and obtained from the Planning & Inspections Department, located at Northport City Hall, 3500 McFarland Boulevard, Northport, Alabama 35476, or on the city's website, www.cityofnorthport.org, on the 'Public Notices' page.

All bidders must be able to obtain a Northport business license for the type of work for which the proposal is submitted, if the bidder receives the contract.

The City of Northport reserves the right to waive any formality or to reject any and all bids.

Hardy McCollum
Interim City Administrator

Julie Ramm
Director of Planning & Inspections

CITY OF NORTHPORT

Our Mission: *To Provide Efficient and Effective Services; To Promote a Sense of Community; To Enhance the Quality of Life.*

COUNCIL MEMBERS
District 1
TONU ROBERTS
District 2
JAY LOGAN
District 3
JOHN HINTON
District 4
ROBBY DAVIS
District 5
JEFF HOGG

Mayor
DONNA AARON

BID FILE NUMBER: 19-08 **ISSUE DATE: AUGUST 21, 2019**

BIDS WILL BE OPENED **SEPTEMBER 4, 2019,** IN THE COUNCIL CONFERENCE ROOM, 3500 MCFARLAND BLVD, NORTHPORT, AL, AND MAY NOT BE WITHDRAWN FOR THIRTY (30) DAYS AFTER SAID DATE.

SECTION A - GENERAL CONDITIONS

1. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

a) All bid submittals must be on the enclosed Bid Forms and all spaces for bid prices shall be filled in ink or typewritten.

b) Bidder will not include federal taxes nor State of Alabama sales, excise, and use taxes in bid prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.

c) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.

d) Bidders are advised that all City Contracts are subject to all legal requirements provided for the Purchasing ordinance and/or State and Federal Statutes.

e) Before submitting a Bid, the Bidder should be familiar with all contract conditions referred to in this document and any Addenda issued before the proposal submission date. Such Addenda will be incorporated with the Bid and shall be made a part of the contract documents. It shall be the Bidder's responsibility to ensure the Bid includes an acknowledgment of the receipt of all Addenda issued along with the Bid, the Bidder's Qualifications Statement and any other required documents.

f) The bid amount will be for TOTAL cost to the City, per hour. Not a per person amount.

2. STATEMENT OF QUALIFICATIONS

Each bidder must complete and submit the included Bid Form, which will be used by the City to determine the ability of the Bidder to perform the work contemplated under this contract.

a. The following license and permit information shall be provided:

1. The bidder's City of Northport Business License (not required to submit a bid, but must be obtained upon contract award).
2. Proof of liability insurance (not required to submit a bid, but must be obtained upon contract award).

b. Failure to provide the above information will automatically result in a rejection of the bidder's submission. The City reserves the right to require additional documentation to support and/or clarify information provided.

3. SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to Julie Ramm, Director of Planning & Inspections, 3500 McFarland Blvd, Northport, Alabama 35476. The name, address of the bidder, the bid file number, the date and hour of the bid opening shall be placed on the outside of the envelope.

(b) If the Bid is forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to Julie Ramm, Director of Planning & Inspections, 3500 McFarland Blvd., Northport, Alabama 35476.

(c) Bids must be submitted on the forms furnished. Telegraphic bids will not be considered.

4. RIGHT TO REJECT BIDS

a) The City may, however, reject all bids whenever it is deemed in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.

b) The City reserves the right to reject any or all bids, to waive minor defects or technicalities, or to solicit new bids on the same project or on a modified project which may include portions of the originally proposed project as the City may deem necessary and in its interest.

c) The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work. In addition to the information required in Section A, Item 2, the Bidder shall furnish to the City any other information and data for this purpose as the City may request.

d) The City reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

e) Bidders must comply with all applicable local, state, and federal laws, codes and regulations.

5. WITHDRAWAL OF BIDS

(a) Bids may be withdrawn prior to the time set for the bid opening.

(b) Bids may not be withdrawn for 30 days after the time and date set for the bid opening.

6. LATE BIDS OR MODIFICATIONS

a) Bids and modifications received after the time set for the bid opening will not be considered.

b) Modifications in writing received prior to the time set for the bid opening will be accepted.

7. AWARD OF CONTRACT

a) The contract will be awarded to the lowest responsible bidder.

b) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded based on location and/or experience.

c) A written award of acceptance, mailed or otherwise furnished to the successful bidder shall result in a binding contract.

8. COLLUSION

a) The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

9. CONTRACT TERMINATION

a) The City of Northport reserves the right to cancel this contract without cause or any portion thereof by giving ten (10) working days written notice to the Contractor.

SECTION B – SPECIAL CONDITIONS

1. LENGTH OF CONTRACT

(a) This request is for the establishment of HOURLY PRICES for a 12 month period beginning September 10, 2019, and ending September 3, 2020. **Contract may be renewed for an additional 12 months upon written agreement of both parties.**

2. REQUESTS FOR CLARIFICATION

(a) Any questions concerning this request should be directed to Julie Ramm, Director of Planning and Inspections, at (205) 339-7000.

3. BONDS & CITY LICENSE REQUIREMENTS

(a) A bid bond is not required

(b) The contractor must have or be able to obtain a City of Northport business license.

4. INSURANCE REQUIREMENTS

(a) Insurance Required. The Contractor shall maintain such insurance as will protect him/her from claims under workmen's compensation acts and from any other claims for damages to property, and or personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the City and shall be subject to the City's approval for adequacy of protection.

Insurance shall be written in comprehensive form by insurance companies rated A- or better by A.M. BEST and shall protect the Contractor and the City against claims for injuries to members of public (including City employees) or damages to property of others (including City property) arising out of any act of the Contractor or any of its agents, employees or subcontractors and shall cover both on-site and off-site operations under this contract and insurance coverage shall extend to any motor vehicles or other related equipment, irrespective of whether the same is owned, non-owned or hired.

The obtaining and maintaining by Contractor and subcontractors of the insurance required herein does not relieve the Contractor of any responsibilities, obligations, or duties to the City pursuant to this contract.

(b) Indemnity: The contractor shall indemnify and hold harmless, the city from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against him/her by reason of any act or omission of the said Contractor, his agents or employees, in execution of the work in the guarding of it. The limits of insurance are as follows: Comprehensive General Liability- policy covering bodily injury and property damage including premises, operations, products, and completed operations. $500,000 per occurrence and $1,000,000 aggregate.

Contractor agrees to indemnify and/or reimburse the City for any fines, violations, charges, suits, or sums of money imposed by the Alabama Department of Environmental Management (ADEM), Environmental Protection Agency (EPA), or any administrative agency on the City of Northport for any sewage or contaminate discharged or Wetlands regulations violation as a result of or arising out of the work by the contractor pursuant to this agreement.

(c) Automobile Liability. Policy covering injury and property damage $500,000 per occurrence and $1,000,000 aggregate. Contractors Liability Insurance shall be effective for the duration of the work, plus any period of guarantee,

(d) City's Right to Review Coverage. The City shall have the right to inspect and approve Contractor's insurance coverage herein required. Should the City deem it advisable to modify the coverage in any way, it shall so request of the Contractor in writing and should the Contractor fail to modify the coverage; the City may pay the cost of any increased coverage to take credit for any decreases as may be appropriate. Review or acceptance of insurance by the City or representatives of the City shall not relieve or decrease the responsibility of the Contractor hereunder.

(e) No Personal Liability of Public Officials: In carrying out any of the provisions hereof in exercising any authority granted by the Contract, there will be no personal liability upon any public official.

SECTION C – SPECIFICATIONS

The following describes the minimum specifications and requirements of work:

1. RESPONSIBILITIES OF THE CONTRACTOR

a) CONTRACTOR SHALL PERFORM MOWING, GRASS TRIMMING, LIGHT SHRUBBERY TRIMMING, AND THE REMOVAL OF LITTER, TRASH, AND LIGHT DEBRIS, SUCH AS TREE LIMBS. THE PROPERTIES INVOLVED WILL BE VACANT LOTS, OR RESIDENTIAL OR COMMERCIAL PROPERTIES THAT HAVE BEEN DETERMINED TO BE IN VIOLATION OF CITY ORDINANCES. THE CONTRACTOR WILL NOT BE REQUIRED TO CUT HEAVY GROWTH, BRUSH, OR HEAVY SHRUBBERY (I.E. "BUSH HOGGING"), TRIM TREES, REMOVE TREES, OR REMOVE DOWNED TREES.

b) CONTRACTOR SHALL TRIM GRASS AROUND FOUNDATION OF ANY STRUCTURES (E.G. HOUSE, GARAGE, STORAGE SHED, ETC) AND FENCES. EDGING OF SIDEWALKS OR DRIVEWAYS IS NOT REQUIRED.

c) CONTRACTOR MUST PROVIDE A WORKING, RELIABLE TELEPHONE NUMBER FOR SERVICE AREA CALLS.

d) CONTRACTOR SHALL PERFORM WORK ON A TOTAL HOURLY RATE (I.E. NOT DEPENDENT ON NUMBER OF WORKERS). THE CITY WILL PAY A TWO-HOUR MINIMUM FOR EACH PROPERTY. ADDITIONAL TIME REQUIRED PER SITE WILL BE CHARGED AT THE SAME HOURLY RATE IN HALF-HOUR INCREMENTS. IF CONTRACTOR BELIEVES SITE WILL REQUIRE MORE THAN TWO HOURS OF WORK, THE CONTRACTOR WILL CONTACT THE CODE ENFORCEMENT OFFICER PRIOR TO BEGINNING WORK.

e) THE TOTAL NUMBER OF JOBS ANNUALLY IS UNKNOWN. IN THE PAST 12 MONTHS, THE CITY IDENTIFIED APPROXIMATELY TWENTY (20) JOB SITES.

f) Contractor will be contacted as needed by the Code Enforcement Officer and must perform designated maintenance for each site within seven (7) calendar days of notification. The number of sites and frequency of maintenance shall be at the sole discretion of the City. Some sites may require repeat maintenance.

g) Contractor shall provide monthly invoices before the end of each month to the Department of Planning & Inspections for approval. Invoices must include each individual site listed by address or location, date of maintenance, number of hours, and total charges per location.

h) Contractor shall notify the Code Enforcement Officer via phone or email within 24 hours of when each site is complete.

i) Contractor shall provide the insurance coverage required.

j) Contractor shall furnish all necessary labor, supervision, equipment, materials, tools, transportation, supplies, insurance, licenses, and permits necessary to properly and legally complete the service functions of the Contract in an orderly and workmanlike manner.

k) Contractor is responsible for removal of all clippings, trimmings, litter, trash, and light debris from job site. It is not permissible to leave material curbside for City pickup.

l) Contractor shall supervise and direct the work of his employees to the best of his or her ability and be solely responsible for all techniques, procedures, coordination of services, and actions by his employees.

m) Contractor service personnel shall maintain a neat appearance in suitable clothing.

n) The Contractor shall ensure employees are equipped with adequate personal protective equipment while performing contract services. Such personal protective equipment may include, but is not limited to; goggles, safety glasses, face shields, gloves, safety vests, protective masks, etc.

o) Contractor shall take great care not to damage any private or city property. Any damages or repairs shall be the responsibility of the contractor.

p) The Contractor shall designate a project manager responsible for project performance and who shall be the City's primary point of contact regarding this project.

q) Subcontractors may not be used to perform work in this contract.

r) The contractor shall take all necessary precautions for the safety of employees on the Project and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on or about or adjacent to the premises where the project is being performed. He shall erect and properly maintain at all times, as required by conditions, and progress of the Project, all necessary safeguards for the protection of workmen and the public.

s) Before the Project is considered as complete, all debris created by or in connection with the project must be removed by the Contractor and the premises left in a condition by the Contractor satisfactory to the City. Street, curbs, crosswalks, pavements, sidewalks, fences and other public and private property disturbed shall be restored to their former condition or better, and final payment will be withheld until such work is finished by the Contractor.

2. WORK HOURS AND SCHEDULING

(a) All work must be performed between the hours of 7:00am and 5:00pm, Monday through Friday, excluding City Holidays.

(b) Contractor shall provide the City with the name, business phone and cell phone number of person to be contacted to schedule all work. The contractor will be contacted as needed by the Code Enforcement Officer and must perform designated maintenance for each site within seven (7) calendar days of notification.

BID FORM (PAGE 1 of 2)
Must type or print legibly in ink

Bid File Number 19-08

LAWN MAINTENANCE SERVICE

Company or Individual Name: _____

Mailing Address: _____

Office Phone: _____ Cell Phone: _____

How many years has company has been in business? _____

Names of Officers/Owners: _____

Current Number of Employees: _____

Brief description of company (attach additional sheets as necessary):_____
_____

History of defaults, contract terminations or bankruptcies (attach sheets as necessary):_____
_____

Please list clients comparable to Northport for whom you are/have provided services (attach sheets as necessary).

Name	Address	Phone	Years of Service
1.			
2.			
3.			

I certify that the information supplied herein is true and correct.

_____ _____
Signature Date

_____
Printed Name and Title

BID FORM (PAGE 2 of 2)
Must type or print legibly in ink

Bid File Number 19-08

LAWN MAINTENANCE SERVICE

Cost shall be submitted as is. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes and all other charges and is the cost the City will pay, for the one (1) year term of any contract that is a result of this bid.

Company or individual name: _____

Unit of Measure	**Unit Cost**
Hourly Rate	$ _____

1. City will pay Contractor upon successful completion and acceptance of services, within thirty (30) days upon receipt of invoice.

2. Bid amount is for total, hourly cost to the City for work performed (not per person or worker).

3. Invoices will be approved by the Planning & Inspections Department.

4. If a tabulation of bids is desired, enclose a self-addressed stamped envelope when submitting bid proposal. If more convenient, tabulations will be available for pickup after final award.

5. AWARDED CONTRACTOR MUST SUBMIT PROOF OF REQUIRED INSURANCE PRIOR TO CONTRACT BEGINNING DATE (SEE SECTION B).

6. AWARDED CONTRACTOR MUST HAVE OR OBTAIN A NORTHPORT BUSINESS LICENSE PRIOR TO CONTRACT BEGINNING DATE (SEE SECTION B).