



CALHOUN COUNTY COMMISSION

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County Administrator

GLORIA FLOYD

County Attorney

January 19, 2024

The Calhoun County Commission will on Tuesday, February 6, 2024, at 2:00 p.m. receive competitive sealed bids on GRASS CUTTING AND MAINTENANCE for the following county facilities and properties:

1. Eli Henderson Park, Eulaton Road, Anniston, AL
2. Nances Creek Community Park, Hollingsworth Road, Jacksonville, AL
3. Thankful Pappy Dunn Park, 704 Ammons Street, Anniston, AL
4. Blue Mountain Community Center, 2620 Paul Street, Anniston, AL
5. Alexandria Community Center, 2065 Alexandria-Wellington Road, Alexandria, AL
6. Saks Community Center, 20 Hess Drive, Anniston, AL

Attached hereto and made part of this invitation to bid are the following:

Attachment "A" – Instructions

Attachment "B" – Specifications

Attachment "C" – Bid Sheet

Attachment "D" – Overhead maps showing the area(s) of responsibility

The contract will be for a period from date of award, through October 31, 2024, with options for extensions, and deletions, commencing upon award by the Commission. The County reserves the right to award this bid in part or as a whole where it is determined to be monetarily advantageous to the county. Bids, if any are awarded, will be awarded to the lowest, responsible and responsive qualified bidder for each of the county facilities and properties contained in this Invitation to bid.

If you have questions concerning this invitation to bid contact Mark Tyner, Calhoun County Administrator, at 256 241-2800.

The Selected Bidder agrees, by accepting a bid award, agree to the following: The contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, 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, shall be responsible for all damages resulting therefrom. Additionally, in compliance with Ala. Act No. 2023-409, by signing this contract, Selected Bidder ("Contractor") provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. This requirement applies to contracts entered into on or after October 1, 2023 if Contractor

employs 10 or more employees and the contract could exceed \$15,000 over the term of the contract. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

By signing this Contract, the contracting parties affirm, for the duration of this agreement to remain in compliance with Act 2016-312, the Parties hereby agree that they are not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Please state on the outside of the mailing envelope “Grass Cutting and Maintenance Bid” and date and time to be opened. Bids should be submitted on the attached bid form. Mail or hand deliver bids to:

Calhoun County Commission
1702 Noble Street, Suite 103
Anniston, AL 36201

The Calhoun County Commission reserves the right to reject any or all bids.

**INSTRUCTIONS TO BIDDERS
GRASS CUTTING AND MAINTENANCE**

Section I- Scope

Contractor shall furnish all labor, equipment and supervision necessary to carry out the provisions cited in the specification shown in Attachment "B" and attached hereto. All services are to be performed seasonally from March 1st through October 31st, during daylight hours, Monday through Saturday, and cannot interfere with periodic functions or events to be determined.

Section II- Examination of Grounds

The contractor is to conduct a thorough and complete examination of the grounds as shown on overhead maps in attachment "D" prior to submitting a bid. Failure of the contractor to completely familiarize himself with the ground conditions and requirements prior to submitting the bid will not relieve the bidder of the responsibility in meeting the specifications.

Section III- Supervisory Personnel

Contractor must furnish competent and skilled persons to supervise and assure quality and performance of the work crew(s). There will not be any children under the age of sixteen (16) allowed to perform the services required in this contract. Contractor must adhere and be familiar with all state and federal child labor laws regarding children ages sixteen (16), seventeen (17), or eighteen (18) if still enrolled in high school. In addition, employees and supervisory personnel cannot be convicted of crimes that would prohibit them from working in public facilities around minor children. Thorough background checks will be conducted for all personnel prior to commencement of the contract for services.

Section IV- Insurance Coverage

The successful contractor shall be able to show proof of coverage in adequate limits for workmen's compensation and general liability prepaid for the terms specified in the contract. The contractor is responsible for all damage or loss caused either by the contractor alone, or by the contractor's employees.

Section V- Licensing Requirements

Each bidder awarded a contract to perform the services required in this invitation must possess and provide proof of business license from Calhoun County, Alabama. If property is located within the city limits of a municipality, a city license for that municipality is also required.

Section VI- Bidder Qualifications

Contractor must show proof of performing satisfactory landscape maintenance services by submitting with the bid five or more references, including current address, phone numbers and the period of service with those references (see bid sheet). Failure to submit this information will cause immediate disqualification from the bidding process.

In evaluating the contractor, consideration will be given to the following criteria. Deficiency in any of the listed areas may be adequate reason for bid rejections:

1. The ability, capacity and skill of the contractor to perform the contract, or provide the service required and within the specified time without delay or interference.
2. The character, integrity, reputation, judgment, and efficiency of the contractor.
3. The quality of performance stated from previous services as determined by references.
4. The sufficiency of the financial resources and the ability of the bidder to perform in compliance with the specifications.
5. Equipment in possession and ownership relative to the work to be performed. (Submit a list of equipment with the bid which you own that will be used to perform the services required in this contract.)
6. Such other information as may be secured that may have a bearing on the decision to award the bid.

Section VII- Cancellation, Amendments and, Termination of Contract

This contract may be terminated at any time during the contract by either party by giving thirty (30) days written notice to the other party and receiving written acknowledgment thereof.

Contract may also be amended in part with written notice by the County Commission regarding certain County facilities or property which either by change of ownership or elimination of the area to be serviced may not require continual landscape and maintenance as determined by the County Commission.

Contract may be terminated for providing unsatisfactory services by giving the contractor thirty (30) days written notice, or, if deemed necessary by the County Commission, contract may be terminated immediately.

Section VIII- Extension of Contract

The contract may be extended for a period not to exceed two extensions, provided the extension terms of the existing contract are agreed upon by both parties. Any adjustment in compensation for services must be requested at least ninety (90) days prior to the expiration of the contract in force. The Commission will determine if the increased compensation is justified. The contractor must provide financial data as requested to justify the increase.

**SPECIFICATIONS
GRASS CUTTING AND MAINTENANCE**

Provide grounds maintenance services to include only mowing, cutting, trimming, edging, and clean-up per the following specifications:

1. **Grass Cutting:** The contractor shall be responsible for grass-cutting each property/facility weekly. However, the County Commission may request more frequent mowing if required for special events for an additional amount per cut. The cutting of grass may take place Monday through Saturday between 7:00 a.m. and 4:00 p.m. and only between the dates and days of March 1st through October 31st, 2024, and March 1st through October 31st each year thereafter should the contract be extended. Grass cutting may not interfere with any scheduled events at the listed properties/facilities.

a. All grass must be mowed and/or trimmed to a height of approximately three inches (3") to three-and-one half inches (3 ½"), once every seven days, or additionally as requested.

2. **Trimming and Edging:** The contractor shall be responsible for monitoring the growth of the grass and scheduling trimming and edging operations as required. Any and all on site litter shall be removed and disposed of legally prior to cutting or edging. The County Commission may request more frequent trimming and edging if needed.

a. All grass shall be trimmed even with the edges of all curbs, sidewalks, driveways, walls, guide wires, poles, tree trunks, foundations, fences or other objects within the designated areas, and walking trails, approximately once every seven calendar days, or additionally as requested.

b. All edges shall be trimmed with a vertical cutter to remove grass growing over the paved areas.

c. The contractor shall accomplish the edging and trimming operation to provide a uniform appearance.

d. Debris from edging and trimming shall be cleaned up the same day the work is accomplished, removed from the site and legally disposed of. Vegetation material may be finely mulched and spread out over the area being serviced.

e. Joints in all paved areas including roadways, parking areas, sidewalks, curbs, and along the edges of buildings shall be maintained free of vegetation.

f. The use of any chemicals to remove vegetation from paved areas or to prevent the growth of vegetation will be in accordance with all local, state, and federal laws.

3. **Foliage Control Around Fencing:** The contractor shall be responsible for monitoring the growth of the foliage on, through, and between the fencing and for scheduling any foliage control as required. However, the County Commission may request more frequent foliage control if needed.

a. The contractor shall use the appropriate chemicals, following the requirements listed in paragraphs b and c below, to prevent the growth of grass, trees, and other plant life within the areas between the two parallel perimeter fences and on, through, or entwined within the fence mesh.

b. Only chemicals approved by government regulating agencies, such as the Environmental Protection Agency (EPA) and the Occupational Safety and Health Administration (OSHA), shall be used. Such materials shall be used and applied only as specified in the pertinent government regulations promulgated by these agencies.

c. Chemicals shall not be applied in amounts or doses that would be toxic to the person(s), domestic, and or wildlife.

d. The contractor shall prune, trim, or remove as needed, the limbs of trees, shrubs, or other plant life, growing through, extending over, or fallen limbs or trees, on all walking trails.

4. General

a. The contractor shall supply all materials, labor, and equipment to complete all work specified in this scope of work.

b. As required for completion of this project, the contractor may use on site utilities such as water and electricity at no charge.

c. Workers shall not be permitted inside the facility building except by appointment for contract related business. The restroom facilities within the building will not be available.

d. The contractor shall remove from the premises and legally dispose of all waste materials, including tree limbs, branches, cuttings, etc., clean-up the work areas, and restore any damaged landscape, property, or buildings to their original state.

BID SHEET
GRASS CUTTING AND MAINTENANCE

Company Printed Name: _____

Owner(s)Printed Name: _____

Owner(s) Printed Address: _____

Telephone Number _____

Email: _____

Insurance Carrier: _____
(Name) (Address) (Phone)

Workmans Compensation: _____ Policy# _____

Liability: _____ Policy# _____

Licenses: Calhoun County: yes _____ no _____ License# _____

City: _____ yes _____ no _____ License# _____

Operational Equipment List.:

(please print)

References by NAME-ADDRESS-TELEPHONE NUMBER-DATES OF SERVICE:

1. _____

2. _____

3. _____

4. _____

5. _____

BID AMOUNTS PER FACILITY/PROPERTY

<u>1) ELI HENDERSON PARK</u> Eulaton Road, Anniston, AL	\$ _____ (per month)
<u>1A) EXTRA CUT</u>	\$ _____ (per extra cut)
<u>2) NANCES CREEK COMMUNITY PARK</u> Hollingsworth Road, Jacksonville, AL	\$ _____ (per month)
<u>2A) EXTRA CUT</u>	\$ _____ (per extra cut)
<u>3) THANKFUL PAPPY DUNN PARK</u> 704 Ammons Street, Anniston, AL	\$ _____ (per month)
<u>3A) EXTRA CUT</u>	\$ _____ (per extra cut)
<u>4) BLUE MOUNTAIN COMMUNITY CTR</u> 2620 Paul Street, Anniston, AL	\$ _____ (per month)
<u>4A) EXTRA CUT</u>	\$ _____ (per extra cut)
<u>5) ALEXANDRIA COMMUNITY CENTER</u> 2065 Alexandria-Wellington Road, Alexandria, AL	\$ _____ (per month)
<u>5A) EXTRA CUT</u>	\$ _____ (per extra cut)
<u>6) SAKS COMMUNITY CENTER</u> Saks Community Ctr., 20 Hess Drive, Anniston, AL	\$ _____ (per month)
<u>6A) EXTRA CUT</u>	\$ _____ (per extra cut)

SIGNED: _____ DATE: _____