



RFP # **HERB2015**

PRE-PROPOSAL CONFERENCE: **February 11, 2015**
9:00a.m local time

OPENING DATE: **February 19, 2015**
2:00 a.m. Local time

ISSUE DATE:

City of Mobile will receive sealed bids, priced on a firm fixed price basis (stipulated sum), to provide all necessary equipment, materials, labor and supervision necessary, as outlined in the above referenced Request for Proposal document, for the **HERBICIDE TREATMENT OF BATES FIELD LANDFILL.**

PROJECT ADDRESSES	Bates Field Landfill, Mobile, AL
CITY OF MOBILE	Matt Holston (251) 208-2934
PUBLIC WORKS DEPARTMENT	PO Box 1827, Mobile, AL 36633-1827 (mailing address) 770 Gayle Street

PRE-BID CONFERENCE: A Pre-Bid Conference will be held at 9:00 AM on the above referenced at the City of Mobile Public works Facility, 770 Gayle Street, Mobile, AL at which time the City of Mobile representatives will discuss the project and answer questions. This Pre-Bid Conference is mandatory. Only those bidders in attendance will be allowed to submit proposals regarding this project.

PLANS: The contract documents, plans, and specifications are available for inspection at the office of the Owner.

INTERPRETATIONS: Any bidder finding discrepancies in or omissions from documents or in doubt as to their meaning should immediately notify the Public Works Department office. City of Mobile will not be responsible for oral instructions. If necessary, written additional instructions or clarifications will be issued in the form of addenda issued by the Owner.

QUALIFICATIONS: The qualifications, ability, and responsibility of all bidders and of their proposed sub-contractors will be considered in making the award. Bids of \$50,000 or more will be accepted only from qualified General Contractors licensed by the State Licensing Board of General Contractors of Alabama as required by Code of Alabama (1975) Titles 34 and 46 as amended. Only bids of such Contractors who are licensed prior to the date of the bid opening will be considered. **Any bid submitted without the current General Contractor's License Number clearly noted on the outside of the sealed envelope will not be opened and will be rejected.** In accordance with Alabama Code 39-3-5, preferences shall be given to Alabama resident contractors and nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances.

RECEIVING BIDS: All bids shall be submitted to City of Mobile, City Clerks Office, no later than 2:00 PM local time on the above referenced bid date. All bids received prior to time of bid opening shall be kept secure and unopened. Late bids will not be accepted. All bids shall be submitted in duplicate on the bid forms prepared and furnished by City of Mobile in a sealed envelope addressed to the Public Works contact.

BID WITHDRAWAL: No bid may be withdrawn after the scheduled closing time for receipt of bids for a period of forty-five (45) days without consent of the City of Mobile.

REJECTION OF BIDS: The City of Mobile reserves the right to reject any or all bids and to waive informalities.

BID BOND: A Bid Bond payable to the City of Mobile, in the amount of \$5,000 must accompany the bid response. The bid bond/deposit shall be in the form of a cashier's check drawn on an Alabama bank or an original bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to the City of Mobile.

PERFORMANCE BOND: The successful bidder to whom the contract is awarded shall furnish at his expense an acceptable Performance Bond (Surety Bond) to the City of Mobile, in the amount equal to one hundred (100%) percent of the estimated annual contract price. Bond shall be countersigned by the authorized agent resident in the state and shall attach thereto power of attorney of signing official.

LABOR AND MATERIALS BOND: The successful bidder shall furnish at his expense an acceptable Payment of Labor, Materials, Foodstuffs and Supplies Bond (Surety Bond) to the City of Mobile, in the amount not less than fifty (50%) percent of the contract price, with the obligation that the Contractor shall promptly make payment to all persons furnishing him or them with labor, materials, foodstuffs, or supplies for, or in, the prosecution of the work, including the payment of the reasonable attorneys fees incurred by successful claimants or plaintiffs in suits on said bond.

ALTERNATES: If alternates are requested, the City of Mobile reserves the right to award only the basic effort without any of the alternates or may award the basic effort along with one or more of the alternates.

INSURANCE: Insurance requirements for this project are included in the contract documents.

AMERICANS WITH DISABILITIES ACT:

The contractor must comply fully with the Americans with Disabilities Act and indemnify and hold harmless the City of Mobile from all cost, including but not limited to damages as well as attorney's fees and staff time, in any action or proceedings brought alleging a violation of the Americans with Disabilities Act.

The City of Mobile is an "Equal Opportunity" entity and encourages all Contractors to utilize the services provided by minority, disadvantaged and/or women-owned businesses whenever possible.

SALES AND USE TAX :

Contractors are responsible for applicable taxes. Act 2004-638 repealed the contractor's exemption found in section 40-9-33 of the Code of Alabama effective July 1, 2004. Section 40-9-33 will not be revived when the provisions of Act 2004-638 terminated on October 1, 2006.

IMMIGRATION ACT:

The Contractor agrees that it shall comply with all of the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13-1, et. seq., see Section 31-13-9, and the provisions of said Act, including all penalties for violation thereof, are incorporated herein.
See Attachment D

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**CITY OF MOBILE
REQUEST FOR PROPOSALS
HERBICIDE TREATMENT
OF
BATES FIELD
LANDFILL**



CONTACT:

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(251) 208-2926 fax

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SECTION 1.0

INTRODUCTION

The City of Mobile is soliciting proposals, on a firm-fixed price basis, to provide all labor, equipment, materials, and supervision necessary for **HERBICIDE TREATMENT OF BATES FIELD LANDFILL**, as detailed herein. Hereinafter, the City of Mobile will be referred to as the City and the Proposer will be referred to as the Proposer or Contractor. This section of the RFP is intended for informational purposes only; therefore, in the event of a conflict all other sections of the RFP take precedence over Section I. **SPECIAL ATTENTION IS CALLED TO THE FACT THE CONTRACTOR MUST POSSESS A VALID GENERAL CONTRACTOR'S LICENSE AND OTHER LICENSES AS OUTLINED HEREIN.**

There are two major objectives to be met by the Request for Proposal (RFP) process:

- (1) to present an overview of the service requirements, and
- (2) to provide a format for submitting a proposal that will best meet the City's needs.

While every effort has been made to ensure the accuracy and completeness of the information in this RFP, the City recognizes the information has not exhausted every detail and all work and materials may not be expressly mentioned in the requirements of the RFP. Therefore, it is the responsibility of the Contractor to include in their proposal all requirements that are necessary to provide quality Herbicide Services in accordance with the objectives of the City.

1.1 CONTACT INFORMATION

All questions and inquiries regarding this RFP must be directed to the contact provided on the cover of this document.

1.2 SCHEDULE

A. Pre-Proposal Conference:

A Pre-Proposal Conference will be held at the Department of Public Works facility, located at 770 Gayle Street on the date and time specified on the cover of this document. City representatives will discuss the requirements of the RFP and answer any questions.

B. Deadline for Questions: After the Pre-Proposal Conference, any questions must be received in writing no later than three business days prior to the proposal closing date.

C. RFP Closing Date: Proposal responses are due no later than 2:00 pm local time on the proposal closing date noted on the cover of this document.

D. Award Schedule: The City desires to award a contract(s) as soon as possible.

E. Performance Schedule:

The city anticipates the contractor(s) will begin the work in accordance with the timeline submitted and approved in the final negotiated contract.

1.3 PROJECT GOALS

The City is seeking qualified Contractors capable of providing professional herbicide services at the various City properties. **The contract will be managed based upon the performance of the contractor.**

SECTION 2.0 GENERAL PROPOSAL INSTRUCTIONS AND CONTRACT CONDITIONS

2.1 EXAMINATION OF CONTRACT CONDITIONS

It is the intent of the City, through this RFP and contract conditions contained herein, to establish to the greatest extent possible complete clarity regarding the requirements of all parties to the Agreement(s) resulting from this RFP. Before submitting a proposal, the Proposers 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 RFP and shall be made a part of the contract documents as well as the Proposer's response to this RFP. It shall be the Contractor's responsibility to ensure the proposal includes an acknowledgment of the receipt of all addenda issued along with the proposal on the submission deadline as well as any other submittal requirements.

The Proposers shall determine by personal examination, and by such other means as may be preferred, as to the actual conditions and requirements under which the Agreement must be performed. The City will not be responsible for the Contractor's misunderstanding of the scope of work. Proposers must carefully review this RFP for defects and questionable or objectionable materials. Proposer's comments concerning defects and questionable or objectionable material in the RFP must be made in writing and received by Environmental Services Department no later than the last day to submit questions as outlined in the Schedule, Section 1.2.

2.2 INTERPRETATIONS AND ADDENDA

The City will not be responsible for oral interpretations. Requests for interpretations and/or clarifications shall be requested in writing to the City's Environmental Services Department Office (see contact information on the cover of this document). All such written requests must be submitted no later than the last day to submit questions as outlined in the Schedule, Section 1.2 and shall specify the Section(s), Subsections(s), Paragraph(s), and Page number(s) to which the request refers. All requests requiring clarification or additional information will be addressed in the form of addenda issued by Environmental Services Department and will become part of the contract documents. There will be no notification of addenda issued. It is the Proposer's responsibility to periodically check the City's web site to download any addenda issued and acknowledge receipt of such in the proposal response. www.cityofmobile.org

2.3 PREPARATION OF PROPOSALS

Proposals shall be prepared in accordance with the instructions provided in the Proposal Response Format, Section 4.0. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

2.4 PROPOSAL PREPARATION EXPENSES

Proposers are responsible for all proposal preparation related expenses incurred in the development and submission of their proposals and in participating in any negotiations related to this RFP. The City assumes no obligation for any expenses incurred by the Proposer as a result of the issuance of this RFP, the preparation or submission of a proposal, the evaluation of a proposal, or the selection of the Contractor. The City is not contractually bound until a written contract for the performance of the work is properly authorized and executed by the City and the duly authorized representative of the successful Proposer.

2.5 RIGHTS TO PROPOSAL DOCUMENT

All copies and contents thereof of any proposal, attachment, and explanation thereto submitted in response to this Request for Proposal, except copyright material, shall become the property of the City. The City reserves the right to use, at its discretion, and in any manner it deems appropriate, any concept, idea, technique, or suggestion contained therein.

2.6 DISCLOSURE OF CITY OF MOBILE RECORDS

All documents, which are provided or prepared in the performance of this contract are to be, and remain the property of the City. The Contractor shall furnish the City upon its request, originals or reproducible copies of all documents generated by this contract. All documents generated by this contract will be the property of the City.

2.7 CONFIDENTIALITY OF DOCUMENTS

All proposals and other material submitted becomes the property of the City and therefore is a matter of public record, which is open to reasonable inspection, after such time as a contract is negotiated. All proposal information, including detailed price and price information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information. Trade secrets and other proprietary data contained in proposals may be held confidential at the request of the Proposer if clearly identified in the proposal along with a brief statement, which sets out the reasons for confidentiality. The Proposer will be required to fully defend, in all forums, the City's refusal to produce such information; otherwise, the City will make such information public. All prices of such defense shall be borne by the Proposer.

2.8 PROPOSAL PRICING

It is anticipated the contract award will be on a firm-fixed price basis, therefore, proposals shall be submitted accordingly. No additional charges (e.g., for sales tax, transportation, container packing, installation, out-of-pocket expenses, etc.) will be considered. All tools of the trade required to meet the contract requirements as proposed must be included in the cost. **The Proposal Pricing Form (Attachment C) must be submitted in a separate sealed envelope sent with the original proposal. This envelope will be held unopened until the completion of the Technical Evaluation at which time all proposers will be advised of the date and time for the public opening of the Sealed Cost Proposal.**

2.9 PAYMENT TERMS

The payment terms for this project will be included in the final contract.

2.10 RIGHT TO REJECT PROPOSALS

The City reserves the right to reject any part of any proposal, to waive minor defects or technicalities, or to solicit new proposals 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. Proposers must comply with all the terms of the RFP and all applicable local, state, and federal laws, codes and regulations. The City may reject any proposal that does not comply with all the material and substantial terms, conditions, and performance requirements of the RFP. Proposers may not restrict the rights of the City nor qualify their proposal. If a Proposer does so, the Environmental Services Department may determine the proposal to be a non-responsive counter offer and the proposal may be rejected.

Minor informalities, that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other offers; that do not change the meaning or scope of the RFP; that are trivial, negligible, or immaterial in nature; that do not reflect a material change in the work; or, that do not constitute a substantial reservation against a requirement or provision, may be waived by the City.

2.11 PERMITS AND LICENSES

The Proposers must possess all necessary licenses and permits and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the City.

2.12 SOFTWARE LICENSES

Not Applicable

2.13 PRIME CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for meeting all requirements agreed to in the response to this RFP. Further, the City will consider the Contractor to be the sole point of contact with regards to contractual matters, including the performance of services and the payment of any and all charges resulting from contractual obligations. Upon contract award, the Contractor shall be directly responsible for all of the subcontractors, if any. The Contractor shall designate a project manager to serve as the point of contact for the City and to manage the effort.

2.14 PARTY RELATIONSHIPS:

The Proposer shall clarify its relationships with parties supplying portions of the solution and shall specify what each party is providing and the level of effort involved. The Contractor may not transfer or assign any portion of the contract. Subcontractors may not be used to perform work under this contract.

2.15 TERMINATION:

The performance of work under the Agreement may be terminated by the City of Mobile in accordance with this clause, in whole or in part, whenever the City shall determine that the Contractor has failed to meet the performance requirements of the Agreement. The City of Mobile has a right to terminate for default if the Contractor fails to perform the service within the time specified in the Agreement, or if the contractor fails to perform any other provisions of the Agreement. Failure of a Contractor to deliver or perform the required services within the time specified, or within reasonable time as interpreted by the City shall constitute authority for the City to initiate negotiations for possible award of the work to other Lawn Care Contractors currently under contract with the City under this RFP. On all such purchases, the Contractor or his surety shall reimburse the City, within a reasonable time specified by the City of Mobile, for any expense incurred in excess of the Agreement prices.

The City of Mobile reserves the right to cancel this contract without cause or any portion thereof given ten (10) working days written notice.

2.16 PROPOSAL TERM

All submitted proposals must remain valid offers for at least sixty days from the proposal closing date.

SECTION 3.0 SCOPE OF WORK

The following describes the minimum scope of work requirements. Proposers must provide a detailed plan to accomplish each of these requirements.

3.1 QUALIFICATIONS OF THE CONTRACTOR

The Contractor shall perform the contract services in accordance with the following conditions:

- A. Contractor must possess all necessary licenses. We believe the following is required for this contract. Proposers must provide a copy of all required licenses and permits along with their bid response.
 1. State of Alabama General Contractor's License for Herbicide Application [Required by Ala. Code §34-8-1, et seq. (1975)] **GENERAL CONTRACTOR'S LICENSE NUMBER MUST BE NOTED ON THE OUTSIDE OF THE BID RESPONSE ENVELOPE.**
 2. State of Alabama Contractor's License for Herbicide Application [Required by Ala. Code §34-8-1, et seq. (1975)]
 3. Alabama Department of Agriculture and Industries Professional Services Permit (Required by Ala. Code §2-27-2, et seq. (1975))

4. Commercial Pesticide Applicator Certification for Rights-of-Way and Aquatic for each applicator.
5. Business License issued by the City of Mobile.
6. Alabama Department of Environmental Management NPDES General Permit (Required by Ala. Code §22-22A-1 to 22-22A-15 et seq. (1975))
7. The State of Alabama must certify each person actually spraying a Commercial Pesticide Applicator for custom handgun foliar treatment application and be a certified applicator licensed by the Alabama Department of Agriculture and Industries in Rights-of-Way and Aquatic Categories (**No Exceptions**).
 - (a) Submit the name of the licensed project manager with a minimum of twenty (20) years experience. Bidder to furnish the name, address, telephone number along with photo copy of the person's employee ID card issued by the State of Alabama and their Certified Commercial Pesticide Applicator Certificate.
 - (b) Submit the names of four (4) certified applicators with a minimum of four (4) years experience. Bidder to furnish the names, addresses, telephone numbers along with photo copies of the person's employee ID card issued by the State of Alabama and their Certified Commercial Pesticide Applicator Certificate.
8. Commercial Pesticide Applicator License for each Project Manager.

3.2 RESPONSIBILITIES OF THE CONTRACTOR

- A. Contractor must maintain a competent and coherent staff with modern communications (cell phone and/or pagers) available to business customers and field staff. Contractor must provide a working telephone (cell phone and/or pager) number for service area calls.
- B. Contractor shall provide the insurance coverage required.
- C. Contractor must have the ability to obtain the required Performance Bond (Reference 6.1.A)
- D. 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 workman-like manner.
- E. Herbicide manager must have at least 20 years experience applying herbicides include a resume and be currently licensed in the category of Turf and Ornamentals, Aquatics, and Right of Way pest management. Copies of current licenses must be submitted with the RFP. Contractor shall supervise and direct the work and 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.
- F. Contractor service personnel shall maintain a neat appearance in suitable clothing, with identifying company attire; i.e. T-Shirt and Hat.
- G. Contractors shall comply with State of Alabama Department of Transportation regulation concerning traffic control devices. Contractor shall provide signs, i.e. "Herbicide

Equipment Ahead”, barricades, and/or flashing lights, as necessary, for the protection of the work and the safety of the public.

- H. The Contractor shall ensure their employees are equipped with adequate personal protective equipment while performing contract services. Such personal protective equipment shall include, but is not limited to; goggles, safety glasses, face shields, gloves, safety vests, protective masks, etc.
- I. Any items of value found by the Contractor must be turned into the appropriate city representative.
- J. If necessary, the Contractor may be required to discuss the products used and the method of application to members of the media.

3.3 MINIMUM SERVICE REQUIREMENTS

- A. The Contractor will be required to inspect each area prior to application for the location of any livestock along with any desirable vegetation such as gardens, landscaped lawns, crops, or tree orchids adjacent to the treated areas. Prior to an application, the Contractor will provide the City’s representative with a list of locations not to be treated, address, telephone number, and reason for not treating the particular location.
- B. The Contractor will report any potential problems that are not designated by the prior inspection, such as erodable areas which could be worsened by the herbicide application. The Contractor will contact the City’s representative and show them the questionable area before any work is performed on that site.
- C. All weeds, grass and brush will be eliminated except desirable turf grasses such as Bermuda grass.
- D. Producing pecans or desirable trees located along or near the landfill are not to be treated and all efforts will be made to avoid damaging these trees.

3.4 MATERIAL REQUIREMENTS

- A. The herbicide used in treatment of vegetation within the areas of the landfill designated for treatment, except aquatics, will consist of a combination of herbicide products that will effectively control all vegetation.
- B. The Contractor will comply with all pesticide herbicide application requirements as set forth by the Alabama Department of Agriculture and Commerce, Division of Plant Industries, Federal Environmental Protective Agency requirements; and manufacturers’ instructions provided with chemicals on labels and/or in accompanying brochures. The Contractor must submit MSDS to the City of Mobile for its records.
- C. The products selected shall comply with the requirements set forth by the Alabama Department of Agriculture and Industries, Federal Environmental Protection Agency, and manufacturers labels.
- D. We believe the following products to be good choices for this work at the Bates Field Landfill. Proposers must describe the products they propose and explain how they meet or exceed these products:

- 1. LANDFILL TURF:
HERBICIDES FOR SPRING APPLICATION
4 ounces BASF's **PLATEAU**

1 ounce	Monsanto's OUTRIDER
32 ounces	Dow Agrosience's DMA 4 IVM
16 ounces	Nufarm's VANQUISH
16 ounces	Brewer International's NIS Surfactant
8 ounces	deposition retention agent / 100 gallons of water
4 ounces	defoaming agent / 100 gallons of water

HERBICIDES FOR SUMMER APPLICATION

4 ounces	BASF's PLATEAU
1 ounce	Monsanto's OUTRIDER
32 ounces	Dow Agrosience's DMA 4 IVM
16 ounces	Nufarm's VANQUISH
16 ounces	Brewer International's NIS Surfactant
8 ounces	deposition retention agent / 100 gallons of water
4 ounces	defoaming agent / 100 gallons of water

Labels and MSDS for all products will be submitted with each bid.

The specified mixtures are to be applied at a rate per acre, determined by the Contractor, so as to control all vegetation except Bermuda grass for at least seventy (70) days.

2. DRAINAGE CHANNELS:

Monsanto's **Round Up Custom** herbicide at three-quarter percent (3/4%) of total solution combined with one percent (1%) of Dow Agro Science's **GARLON 3A** herbicide for ditch bank application with one quarter (1/4%) of Brewer International's **NIS** surfactant, deposition retention agent, and defoaming agent or approved equal.

3.5 EQUIPMENT REQUIREMENTS

- A. All equipment used by the Contractor for herbicide application must comply with all applicable State, Federal and OSHA Regulations.
- B. A minimum of two (2) permanent amber caution lights and/or flashing arrow board will be mounted on top of each piece of equipment that operates near public roads.
- C. Equipment should be marked with the name of the contractor for identification purposes.
- D. Equipment must be clean and in proper working order at all times. Equipment found not to be in compliance with these specifications will be reason for the city to stop work.
- E. Work performed by the contractor may require transporting application equipment from property to property, using truck and trailer haulers. Under no circumstances, (unless approved by the City), will contractors be allowed to park transport equipment on turf areas or mulched bed areas while servicing city properties. Contractors may park at meters, or in parking lots in designated parking spaces, on the day of their maintenance. The City will not require companies that are under contract with the City for Herbicide Services to feed parking meters while servicing their City of Mobile properties.

3.6 METHOD OF APPLICATION

- A. Contractor will apply herbicides to turf and fence lines at Bates Field Landfill with spray

equipment utilizing computer controls to keep the application rate constant, GPS navigation to avoid unsightly foam markers with light weight tractor mounted spray equipment. Each person actually operating the spray equipment will be certified as a commercial pesticide applicator by the State of Alabama.

- B. Contractor may utilize truck-mounted spray-rigs to access the areas unattainable by turf tractors. Large 4-wheel drive and other spray equipment will be kept out of the creeks to prevent damage to the channel and/or erosion. Each person actually operating the spray equipment will be certified as a commercial pesticide applicator by the State of Alabama.
- C. The Contractor will not apply any herbicide when rainfall is forecasted within four (4) hours of time of application, during periods of rainfall or immediately following periods of rainfall while vegetation retains rainfall moisture on the surfaces of plants.
- D. The Contractor will not apply any herbicide when wind speed is in excess of 10 mph.
- E. The Contractor must maintain a daily application log on all work performed.
- F. Contractor will be required to obtain permission from the Mobile Airport Authority and be escorted by an Airport Authority representative while contractor is on site.

3.7 SCHEDULING OF WORK

- A.
 - 1. First Treatment:
Must begin within ten (10) days of Notice to Proceed. The first complete treatment must be completed within fifteen (15) days. It is desirable that this application be completed in April.
 - 2. Second Treatment:
The second treatment must begin within ten (10) days of Notice to Proceed. The second complete treatment must be completed within fifteen (15) days. It is desirable that this application be completed in August.
 - 3. Follow-Up Treatments:
As required by the City within thirty (30) calendar days following completion of first and second treatments.
- D. The Contractor will submit a work schedule including a detailed explanation of what and when the areas will be treated for the City of Mobile's review. In the event of disagreement, the schedule of the City of Mobile will be adhered to by the contractor.
- E. An update of the schedule will be given to departmental representative on a weekly basis.

3.8 LOCATIONS

- A. Provided herewith as Attachment B.
- B. Prospective bidders are urged to make a complete inspection of the property to be treated. Failure to do so will not relieve them of any of the provisions of the scope of work.

3.9 INSPECTION:

- A. No later than thirty (30) days after completion of each application a joint inspection by representatives of the contractor and the City of Mobile will be made to decide the effectiveness of herbicide treatment. In addition to these joint inspections, the contractor

will be required to conduct routine inspections during the growing season and present all findings to the City's representative.

- B. Any work deemed unsatisfactory by the City's representative will be retreated at no additional cost to the City. These re-treatments will not be limited to frequency, timing and/or width. A subsequent inspection of areas which receive spot treatments will be conducted to determine effectiveness of the treatment for further treatment.
- C. If retreatment continues to be unsuccessful, the City may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.
- D. Contractor will photograph all locations, before treatment and thirty (30) days after treatment, and provide copies of such documentation to the appropriate city representative.

3.10 COMPLAINTS/DAMAGES

- A. The Contractor will control his/her operation in order to avoid damage to the areas and will be responsible for any and all damages the Contractor causes.
- B. The Contractor will be held liable for any damage incurred to yards, gardens, and other private properties damaged as a result of over spray. The Contractor will also be responsible for damage caused to areas not authorized by the City to be treated or damage to the landfill site.
- C. Any desirable grass killed or permanently damaged will be replanted by the Contractor by means of seeding and growth will be assured. Replanting will be done at no additional cost to the City of Mobile.
- D. Complaints from residents or business owners resulting from work performed under this contract will be received and recorded by the city then forwarded to the contractor. The contractor must contact with the person or persons registering the complaint within twenty-four (24) hours and do whatever is necessary to investigate the situation and make a sound judgment as to its authenticity. If in fact, a liability situation does exist, every effort will be taken to insure that the claim is settled as expeditiously as possible. In each case, the city will be kept informed as to the disposition of complaints.
- E. The contractor must immediately notify the appropriate city representative when they realize any property damage and the intended plan to cure the situation.

3.11 DELIVERABLES

- A. The contractor must advertise the completion of work.
- B. The contractor will invoice the City for services on a per treatment cycle basis. The City's payment terms are Net 30, however, we will make every attempt to speed the process if the invoice is correct and the work is acceptable.
- C. Original invoices shall be submitted with the RFP Number included on the invoice to the appropriate city representative at the address provided below. Proposers must submit a sample invoice along with their proposal. The following are requirements for a proper invoice:
 - 1. Name and address of Contractor
 - 2. Invoice date and invoice number
 - 3. RFP Number, Property Package Reference and date of service.
 - 4. Name, title, phone number and mailing address of person to be notified in event of a discrepancy in the invoice
 - 5. Invoices should be forwarded to the appropriate department:

PUBLIC WORKS DEPARTMENT

City of Mobile
Public Works Department
Attn: Matt Holston
P. O. Box 1827
Mobile, Alabama 36633-1827
Telephone: (251) 208-2934
Fax: (251) 208-2926

SECTION 4.0 PROPOSAL RESPONSE INSTRUCTIONS

In order to facilitate the analysis of the responses to this RFP, Proposers are required to submit the required information in accordance with the instructions outlined in this section. A response, which deviates from these instructions, may be considered non-responsive and may be disqualified at the discretion of the City.

4.1 PROPOSAL RESPONSE FORMAT

Proposals should be presented on 8 ½ x 11 paper, pages sequentially numbered, and single spaced with an easily legible font size. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Expensive bindings, color display, promotional material, etc., are not necessary. **EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.** All parts, pages, figures, and tables should be numbered and labeled clearly. The proposal should be organized into the following major parts, which are further described herein.

4.2 EXECUTIVE SUMMARY (Response Section A)

The Executive Summary must include the Contractor's name, address, and all contact information. It must be submitted on company letterhead with a clear and legible signature of a representative authorized to bind the company. The content of the summary must be limited to a brief narrative, describing a brief overview of the company's philosophy regarding landscape maintenance and must include the following information and acknowledgements:

- A. The proposal is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation;
- B. The Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal;
- C. The Proposer has not sought by collusion to obtain for themselves any advantage over any other Proposer or over the City;
- D. The Proposer will comply with the laws of the State of Alabama, applicable portions of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and that activities provided to the general public under the resulting contract are in conformance with the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
- E. The Proposer nor any individuals working on the contract who has a possible conflict of interest and, if so, the nature of that conflict. The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculations to the objectivity of the program to be developed by the Proposer. The City's determination regarding any questions of conflict of interest shall be final.
- F. The Proposer must acknowledge receipt of any addenda issued.
- G. The Proposer must note any exceptions to this RFP.
- H. A Proposal Bond must be submitted along with your proposal response in the form of a firm commitment such as an original Bid Bond, postal money order, certified check, cashiers check, or irrevocable letter of credit. This bond must be in the amount of **\$5000.00.**

4.3 STATEMENT OF QUALIFICATIONS (Response Section B)

Each Proposer must provide the following information about their company in order for the City to evaluate the Proposer's stability and ability to support the commitments of a contract resulting from this RFP. The City reserves the right to require additional documentation to support and/or clarify information provided.

- A. How long the company has been in the business of herbicide application.
- B. A brief description of the company, including past history, present status, future plans, etc.
- C. Company size and organization
- D. Disclose any history of defaults, contract terminations, and bankruptcies.
- E. Proposers must provide a list of three (3) comparable clients for whom the proposer is currently providing similar services within the past 3 years. Information must include the name of the organization, contact name and position, address, contact telephone number and a brief description of the scope of work. The city may request additional references.
- F. Explain philosophy regarding customer satisfaction and how you document the results.
- G. Provide an organizational chart specific to the management personnel assigned to accomplish the work called for in this RFP. Provide a resume of the project manager who will work directly with the city. If additional personnel must be hired, describe the staffing levels anticipated. Further, describe the screening process that will be used to hire all personnel and how substance abuse is monitored.
- H. Describe any subcontractor or joint venture relationships to be utilized Ref. Section 2.14).
- I. Provide a response to each of the requirements outlined in section 3.1.

4.4 METHODOLOGY (Response Section C)

The Proposer must provide a detailed explanation of the methodology to be utilized to accomplish each of the specific requirements outlined in sections 3.2 through 3.11. Proposers must also provide a list of all equipment to be used on the property, including make, model, serial number, and year of each piece of equipment. The city may make arrangements to inspect the equipment. If Proposer must obtain equipment in order to perform this work, explain what equipment will be purchased and how financing will be obtained.

4.5 PROPOSAL PRICING FORM

Proposers must submit their complete Proposal Pricing Form (Attachment C) along with the original proposal response. However, **the Proposal Pricing Form must be in a separate sealed envelope labeled "PROPOSAL PRICING FORM"**. The purpose of this requirement is to allow the city's evaluation committee to evaluate proposals technically without the knowledge of the proposer's price. See the evaluation procedures outlined in Section 5 herein.

4.6 SUBMISSION OF PROPOSALS

Complete sealed proposals must be clearly marked with the RFP# and received by the City Clerk no later than 2:00 a.m. local time on the proposal closing date specified on the cover of this document along with the proposer's General Contractors License number. For the purposes of receiving proposals, the clock located in the City Council Chambers, regulated by the National Institute for Standards and Technology (NIST), and shall be the official record of time. Late proposals will not be accepted nor considered. The City will not be responsible for a carrier's failure to deliver. An original plus 4copies must be delivered to:

City of Mobile, City Clerk's Office, 9th Floor, South Tower, Government Plaza

Mailing Address: P. O. Box 1827, Mobile, AL 36633-1827
Physical Address: 205 Government Street, Mobile, AL 36644

**ANY PROPOSAL SUBMITTED WITHOUT THE GENERAL CONTRACTOR'S LICENSE NUMBER
CLEARLY NOTED ON THE OUTSIDE OF THE ENVELOPE WILL BE REJECTED.**

SECTION 5.0

EVALUATION PROCEDURES

5.1 OVERALL EVALUATION PROCESS

It is the City's intent to evaluate all proposals determined to be responsive and responsible. Ultimately, the City will negotiate and award a contract to the responsive and responsible Proposer(s) whose overall proposal offers the best value for the City as evaluated pursuant to the established evaluation criteria as set forth herein. The City may conduct oral interviews.

5.2 RESPONSIVE PROPOSALS

The City will determine the responsiveness of each proposal response submitted. A responsive proposal is submitted in accordance with the requirements of the RFP. The City reserves the right to waive minor informalities (Reference Section 2.10).

5.3 RESPONSIBLE PROPOSALS

The City will determine the responsibility of each proposer based upon the information provided in the proposer's response section B and any other information available.

5.4 EVALUATION CRITERIA

Proposers determined to be responsive and responsible will be evaluated based upon the following criteria:

A. **Methodology: (50 points)**

The evaluation committee will utilize the information provided in the proposer's response section C to determine the points allocated for methodology. Any proposal receiving a score of 37 or less will be considered technically unacceptable with no further consideration given. Proposers with an acceptable methodology score will go onto the pricing evaluation phase.

B. **Price: (50 points)**

The city will notify the proposers of a time for the public opening of the "Proposal Pricing Form" envelopes. The proposer providing the lowest overall annual price will receive the maximum number of points available for price. Each of the other proposals will receive points based upon the following formula:

$$(\text{Lowest Price Proposal}) \times (50 \text{ Points}) / (\text{Pricing of each of the other Proposals}) = \text{points}$$

5.5 CONTRACT AWARD

At the completion of the evaluation process, the City intends to award a contract to the responsive, responsible proposer receiving the highest overall evaluation score.

SECTION 6.0

CONTRACT TERMS AND CONDITIONS

6.1 CONTRACT DOCUMENTS

A sample agreement is provided herewith as Attachment A.

6.2 BONDS AND INSURANCE

A. **BID BOND:** See Section 4.2.H.

B. **PERFORMANCE BOND:** The successful bidder to whom the contract is awarded shall furnish at his expense an acceptable Performance Bond (Surety Bond) to the City of Mobile, in the amount equal to one hundred (100%) percent of the estimated annual contract price. Bond shall be countersigned by the authorized agent resident in the state and shall attach thereto power of attorney of signing official.

C. **LABOR AND MATERIALS BOND:** The successful bidder shall furnish at his expense an acceptable Payment of Labor, Materials, Foodstuffs and Supplies Bond (Surety Bond) to the City of Mobile, in the amount not less than fifty (50%) percent of the contract price, with the obligation that the Contractor shall promptly make payment to all persons furnishing him or them with labor, materials, foodstuffs, or supplies for, or in, the prosecution of the work, including the payment of the reasonable attorneys fees incurred by successful claimants or plaintiffs in suits on said bond.

6.3 CONTRACT PERIOD

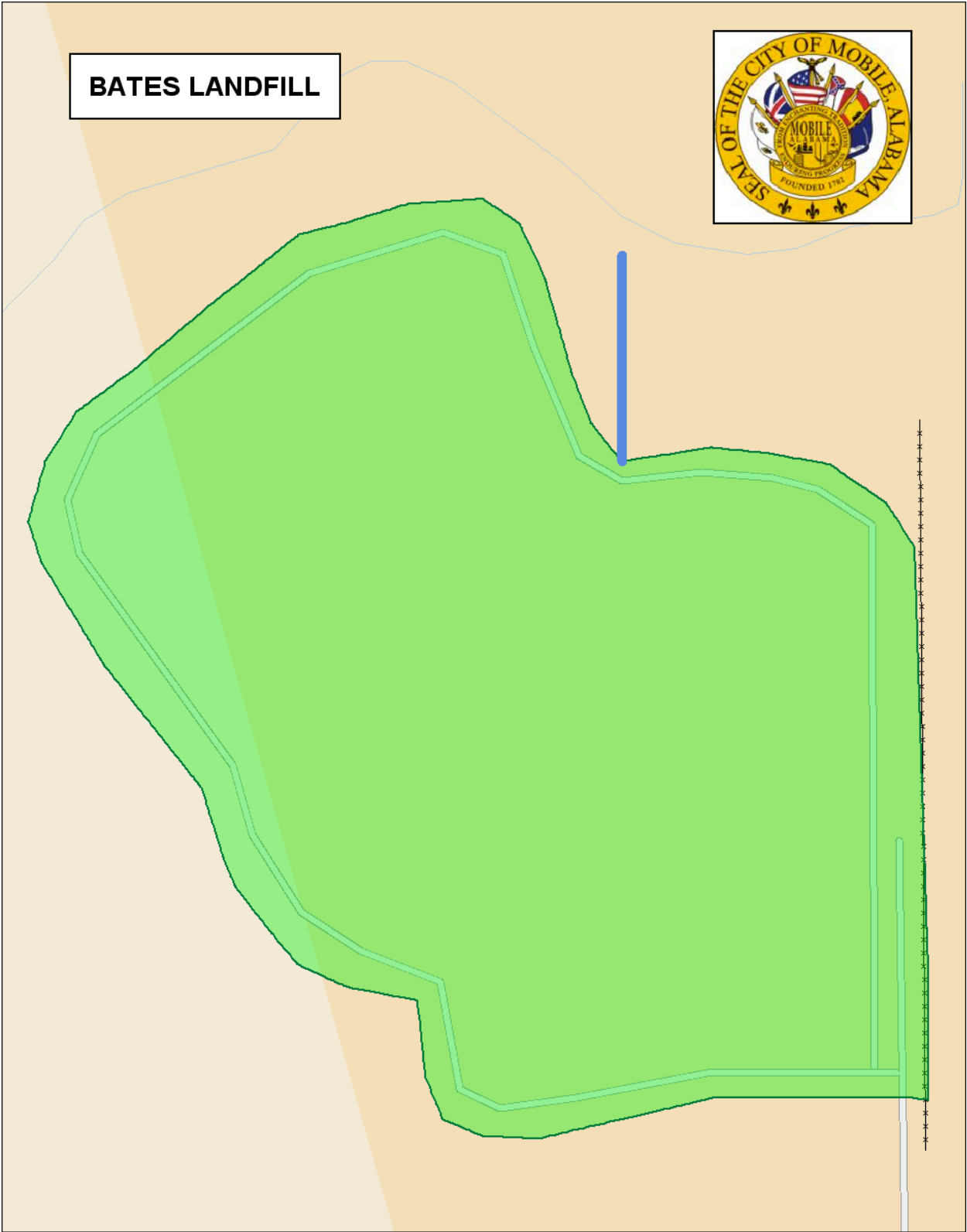
The contract award shall be for a period of three years, with extensions as allowable by State Law.

SAMPLE AGREEMENT

Omitted

To be finalized with the successful bidder.

BATES LANDFILL



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www.delorme.com



Data Zoom 15-5

PROPOSAL PRICING FORM

I WILL PROVIDE HERBICIDE SERVICES IN ACCORDANCE WITH THIS RFP AND MY PROPOSAL RESPONSE AS FOLLOWS:

BATES FIELD LANDFILL

Lump Sum Base Bid per Year _____ Dollars (\$ _____)

THIS PROPOSAL PRICING FORM MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE ALONG WITH THE ORIGINAL PROPOSAL (REFERENCE SECTION 2.8)

Legal Name of Firm

Signature of Proposer

IMMIGRATION ACT AFFIDAVIT

EXHIBIT 1

STATE OF _____
COUNTY OF _____

AFFIDAVIT OF CONTRACTOR

Before me, a Notary Public, personally appeared _____ (Affiant) who, being duly sworn says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____ (state position) for _____ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM).

Affiant

Sworn to and subscribed before me this the ___ day of _____, 20__.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

EXHIBIT 2

STATE OF _____
COUNTY OF _____

AFFIDAVIT OF SUBCONTRACTOR

Before me, a Notary Public, personally appeared _____ (Affiant) who, being duly sworn says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____ (state position) for _____ (state subcontractor name) said subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said subcontractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM).

Affiant

Sworn to and subscribed before me this the ____ day of _____, 20____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

EXHIBIT 3

STATE OF _____
COUNTY OF _____

**AFFIDAVIT OF DIRECT SUBCONTRACTOR
TO GIVE TO CONTRACTOR**

Before me, a Notary Public, personally appeared _____ (Affiant) who, being duly sworn says as follows:

I hereby attest that in my capacity as _____ (state position) for the direct subcontractor _____ (state business entity/employer/contractor name) said direct subcontractor has not knowingly employed, hired for employment, or continued to employ an unauthorized alien.

I further attest that I have verified each of the above-named direct subcontractor's employee's eligibility for employment. I further attest that I have in good faith complied with Code of Alabama, Section 31-13-9(c)*.

Affiant

Sworn to and subscribed before me this the ____ day of _____, 20____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

*Code of Alabama, Section 31-13-9(c) provides: "No subcontractor on a project paid for by contract, grant, or incentive by the state [of Alabama], any political subdivision thereof, or any state-funded entity shall knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. The subcontractor shall also enroll in the E-Verify program prior to performing any work on the project and shall attach to the sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify program."



RFP #
HERB2015

PRE-PROPOSAL
CONFERENCE:

February 11, 2015
9:00a.m local time

OPENING DATE:

February 19, 2015
2:00 a.m. Local time

City of Mobile will receive sealed bids, priced on a firm fixed price basis (stipulated sum), to provide all necessary equipment, materials, labor and supervision necessary, as outlined in the above referenced Request for Proposal document, for the **HERBICIDE TREATMENT DRAINAGE CHANNELS**.

PROJECT ADDRESSES
CITY OF MOBILE
PUBLIC WORKS

Various Locations, Mobile, AL
Matt Holston (251) 208-2934
PO Box 1827, Mobile, AL 36633-1827 (mailing address)
770 Gayle Street, Mobile, AL 36602 (physical address)

PRE-BID CONFERENCE: A Pre-Bid Conference will be held at 205 Government Street at 9:00 AM on the above referenced date in the Engineering Conference Room located at 205 Government Street, Third Floor South Tower, Mobile, AL at which time the City of Mobile representatives will discuss the project and answer questions. This Pre-Bid Conference is mandatory. Only those bidders in attendance will be allowed to submit proposals regarding this project.

PLANS: The contract documents, plans, and specifications are available for inspection at the office of the Owner.

INTERPRETATIONS: Any bidder finding discrepancies in or omissions from documents or in doubt as to their meaning should immediately notify the Public Works Department office. City of Mobile will not be responsible for oral instructions. If necessary, written additional instructions or clarifications will be issued in the form of addenda issued by the Owner.

QUALIFICATIONS: The qualifications, ability, and responsibility of all bidders and of their proposed sub-contractors will be considered in making the award. Bids of \$50,000 or more will be accepted only from qualified General Contractors licensed by the State Licensing Board of General Contractors of Alabama as required by Code of Alabama (1975) Titles 34 and 46 as amended. Only bids of such Contractors who are licensed prior to the date of the bid opening will be considered. **Any bid submitted without the current General Contractor's License Number clearly noted on the outside of the sealed envelope will not be opened and will be rejected.** In accordance with Alabama Code 39-3-5, preferences shall be given to Alabama resident contractors and nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances.

RECEIVING BIDS: All bids shall be submitted to City of Mobile, City Clerks Office, no later than 2:00 PM local time on the above referenced bid. All bids received prior to time of bid opening shall be kept secure and unopened. Late bids will not be accepted. All bids shall be submitted in duplicate on the bid forms prepared and furnished by City of Mobile in a sealed envelope addressed to the Department contact.

CITY OF MOBILE, ALABAMA
Department Of Public Works
770 Gayle Street • P.O. Box 1827 • Mobile, AL 36633 •
Phone (251) 208-2934 • FAX (251) 208-2926

BID WITHDRAWAL: No bid may be withdrawn after the scheduled closing time for receipt of bids for a period of forty-five (45) days without consent of the City of Mobile.

REJECTION OF BIDS: The City of Mobile reserves the right to reject any or all bids and to waive informalities.

BID BOND: A Bid Bond payable to the City of Mobile, in the amount of \$5,000 must accompany the bid response. The bid bond/deposit shall be in the form of a cashier's check drawn on an Alabama bank or an original bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to the City of Mobile.

PERFORMANCE BOND: The successful bidder to whom the contract is awarded shall furnish at his expense an acceptable Performance Bond (Surety Bond) to the City of Mobile, in the amount equal to one hundred (100%) percent of the estimated annual contract price. Bond shall be countersigned by the authorized agent resident in the state and shall attach thereto power of attorney of signing official.

LABOR AND MATERIALS BOND: The successful bidder shall furnish at his expense an acceptable Payment of Labor, Materials, Foodstuffs and Supplies Bond (Surety Bond) to the City of Mobile, in the amount not less than fifty (50%) percent of the contract price, with the obligation that the Contractor shall promptly make payment to all persons furnishing him or them with labor, materials, foodstuffs, or supplies for, or in, the prosecution of the work, including the payment of the reasonable attorneys fees incurred by successful claimants or plaintiffs in suits on said bond.

ALTERNATES: If alternates are requested, the City of Mobile reserves the right to award only the basic effort without any of the alternates or may award the basic effort along with one or more of the alternates.

INSURANCE: Insurance requirements for this project are included in the contract documents.

AMERICANS WITH DISABILITIES ACT:

The contractor must comply fully with the Americans with Disabilities Act and indemnify and hold harmless the City of Mobile from all cost, including but not limited to damages as well as attorney's fees and staff time, in any action or proceedings brought alleging a violation of the Americans with Disabilities Act.

The City of Mobile is an "Equal Opportunity" entity and encourages all Contractors to utilize the services provided by minority, disadvantaged and/or women-owned businesses whenever possible.

SALES AND USE TAX :

Contractors are responsible for applicable taxes. Act 2004-638 repealed the contractor's exemption found in section 40-9-33 of the Code of Alabama effective July 1, 2004. Section 40-9-33 will not be revived when the provisions of Act 2004-638 terminated on October 1, 2006.

IMMIGRATION ACT:

The Contractor agrees that it shall comply with all of the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13-1, et. seq., see Section 31-13-9, and the provisions of said Act, including all penalties for violation thereof, are incorporated herein.
See Attachment D

RFP #

HERB2015

PRE-PROPOSAL
CONFERENCE:

February 11, 2015
9:00a.m local time

OPENING DATE:

February 19, 2015
2:00 a.m. Local time

**CITY OF MOBILE
REQUEST FOR PROPOSALS
HERBICIDE TREATMENT
OF
DRAINAGE CHANNELS**



CONTACT:

Matt Holston
Public Works

thomas.holston@cityofmobile.org

windleyj@cityofmobile.org

(251) 208-2934/(251) 208-2900

(251) 208-2926 fax

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SECTION 1.0

INTRODUCTION

The City of Mobile is soliciting proposals, on a firm-fixed price basis, to provide all labor, equipment, materials, and supervision necessary for **HERBICIDE TREATMENT OF DRAINAGE CHANNELS**, as detailed herein. Hereinafter, the City of Mobile will be referred to as the City and the Proposer will be referred to as the Proposer or Contractor. This section of the RFP is intended for informational purposes only; therefore, in the event of a conflict all other sections of the RFP take precedence over Section I. **SPECIAL ATTENTION IS CALLED TO THE FACT THE CONTRACTOR MUST POSSESS A VALID GENERAL CONTRACTOR'S LICENSE AND OTHER LICENSES AS OUTLINED HEREIN.**

There are two major objectives to be met by the Request for Proposal (RFP) process:

- (1) to present an overview of the service requirements, and
- (2) to provide a format for submitting a proposal that will best meet the City's needs.

While every effort has been made to ensure the accuracy and completeness of the information in this RFP, the City recognizes the information has not exhausted every detail and all work and materials may not be expressly mentioned in the requirements of the RFP. Therefore, it is the responsibility of the Contractor to include in their proposal all requirements that are necessary to provide quality Herbicide Services in accordance with the objectives of the City.

1.1 CONTACT INFORMATION

All questions and inquiries regarding this RFP must be directed to the contact provided on the cover of this document.

1.2 SCHEDULE

A. Pre-Proposal Conference:

A Pre-Proposal Conference will be held At the Public Works Department 770 Gayle Street on the date and time specified on the cover of this document. City representatives will discuss the requirements of the RFP and answer any questions.

B. Deadline for Questions: After the Pre-Proposal Conference, any questions must be received in writing no later than three business days prior to the proposal closing date.

C. RFP Closing Date: Proposal responses are due no later than 2:00 am local time on the proposal closing date noted on the cover of this document.

D. Award Schedule: The City desires to award a contract(s) as soon as possible.

E. Performance Schedule:

The city anticipates the contractor(s) will begin the work in accordance with the timeline submitted and approved in the final negotiated contract.

1.3 PROJECT GOALS

The City is seeking qualified Contractors capable of providing professional herbicide services at the various City properties. **The contract will be managed based upon the performance of the contractor.**

SECTION 2.0

GENERAL PROPOSAL INSTRUCTIONS AND CONTRACT CONDITIONS

2.1 EXAMINATION OF CONTRACT CONDITIONS

It is the intent of the City, through this RFP and contract conditions contained herein, to establish to the greatest extent possible complete clarity regarding the requirements of all parties to the Agreement(s) resulting from this RFP. Before submitting a proposal, the Proposers 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 RFP and shall be made a part of the contract documents as well as the Proposer's response to this RFP. It shall be the Contractor's responsibility to ensure the proposal includes an acknowledgment of the receipt of all addenda issued along with the proposal on the submission deadline as well as any other submittal requirements.

The Proposers shall determine by personal examination, and by such other means as may be preferred, as to the actual conditions and requirements under which the Agreement must be performed. The City will not be responsible for the Contractor's misunderstanding of the scope of work. Proposers must carefully review this RFP for defects and questionable or objectionable materials. Proposer's comments concerning defects and questionable or objectionable material in the RFP must be made in writing and received by Purchasing Department no later than the last day to submit questions as outlined in the Schedule, Section 1.2.

2.2 INTERPRETATIONS AND ADDENDA

The City will not be responsible for oral interpretations. Requests for interpretations and/or clarifications shall be requested in writing to the City's Public Works Department (see contact information on the cover of this document). All such written requests must be submitted no later than the last day to submit questions as outlined in the Schedule, Section 1.2 and shall specify the Section(s), Subsections(s), Paragraph(s), and Page number(s) to which the request refers. All requests requiring clarification or additional information will be addressed in the form of addenda issued by Purchasing Department and will become part of the contract documents. There will be no notification of addenda issued. It is the Proposer's responsibility to periodically check the City's web site to download any addenda issued and acknowledge receipt of such in the proposal response. www.cityofmobile.org

2.3 PREPARATION OF PROPOSALS

Proposals shall be prepared in accordance with the instructions provided in the Proposal Response Format, Section 4.0. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

2.4 PROPOSAL PREPARATION EXPENSES

Proposers are responsible for all proposal preparation related expenses incurred in the development and submission of their proposals and in participating in any negotiations related to this RFP. The City assumes no obligation for any expenses incurred by the Proposer as a result of the issuance of this RFP, the preparation or submission of a proposal, the evaluation of a proposal, or the selection of the Contractor. The City is not contractually bound until a written contract for the performance of the work is properly authorized and executed by the City and the duly authorized representative of the successful Proposer.

2.5 RIGHTS TO PROPOSAL DOCUMENT

All copies and contents thereof of any proposal, attachment, and explanation thereto submitted in response to this Request for Proposal, except copyright material, shall become the property of the City. The City reserves the right to use, at its discretion, and in any manner it deems appropriate, any concept, idea, technique, or suggestion contained therein.

2.6 DISCLOSURE OF CITY OF MOBILE RECORDS

All documents, which are provided or prepared in the performance of this contract are to be, and remain the property of the City. The Contractor shall furnish the City upon its request, originals or

reproducible copies of all documents generated by this contract. All documents generated by this contract will be the property of the City.

2.7 CONFIDENTIALITY OF DOCUMENTS

All proposals and other material submitted becomes the property of the City and therefore is a matter of public record, which is open to reasonable inspection, after such time as a contract is negotiated. All proposal information, including detailed price and price information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information. Trade secrets and other proprietary data contained in proposals may be held confidential at the request of the Proposer if clearly identified in the proposal along with a brief statement, which sets out the reasons for confidentiality. The Proposer will be required to fully defend, in all forums, the City's refusal to produce such information; otherwise, the City will make such information public. All prices of such defense shall be borne by the Proposer.

2.8 PROPOSAL PRICING

It is anticipated the contract award will be on a firm-fixed price basis, therefore, proposals shall be submitted accordingly. No additional charges (e.g., for sales tax, transportation, container packing, installation, out-of-pocket expenses, etc.) will be considered. All tools of the trade required to meet the contract requirements as proposed must be included in the cost. **The Proposal Pricing Form (Attachment C) must be submitted in a separate sealed envelope sent with the original proposal. This envelope will be held unopened until the completion of the Technical Evaluation at which time all proposers will be advised of the date and time for the public opening of the Sealed Cost Proposal.**

2.9 PAYMENT TERMS

The payment terms for this project will be included in the final contract.

2.10 RIGHT TO REJECT PROPOSALS

The City reserves the right to reject any part of any proposal, to waive minor defects or technicalities, or to solicit new proposals 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. Proposers must comply with all the terms of the RFP and all applicable local, state, and federal laws, codes and regulations. The City may reject any proposal that does not comply with all the material and substantial terms, conditions, and performance requirements of the RFP. Proposers may not restrict the rights of the City nor qualify their proposal. If a Proposer does so, Purchasing Department may determine the proposal to be a non-responsive counter offer and the proposal may be rejected.

Minor informalities, that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other offers; that do not change the meaning or scope of the RFP; that are trivial, negligible, or immaterial in nature; that do not reflect a material change in the work; or, that do not constitute a substantial reservation against a requirement or provision, may be waived by the City.

2.11 PERMITS AND LICENSES

The Proposers must possess all necessary licenses and permits and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the City.

2.12 SOFTWARE LICENSES

Not Applicable

2.13 PRIME CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for meeting all requirements agreed to in the response to this RFP. Further, the City will consider the Contractor to be the sole point of contact with regards to contractual matters, including the performance of services and the payment of any and all charges resulting from contractual obligations. Upon contract award, the Contractor shall be directly responsible for all of the subcontractors, if any. The Contractor shall designate a project manager to serve as the point of contact for the City and to manage the effort.

2.14 PARTY RELATIONSHIPS:

The Proposer shall clarify its relationships with parties supplying portions of the solution and shall specify what each party is providing and the level of effort involved. The Contractor may not transfer or assign any portion of the contract. Subcontractors may not be used to perform work under this contract.

2.15 TERMINATION:

The performance of work under the Agreement may be terminated by the City of Mobile in accordance with this clause, in whole or in part, whenever the City shall determine that the Contractor has failed to meet the performance requirements of the Agreement. The City of Mobile has a right to terminate for default if the Contractor fails to perform the service within the time specified in the Agreement, or if the contractor fails to perform any other provisions of the Agreement. Failure of a Contractor to deliver or perform the required services within the time specified, or within reasonable time as interpreted by the City shall constitute authority for the City to initiate negotiations for possible award of the work to other Lawn Care Contractors currently under contract with the City under this RFP. On all such purchases, the Contractor or his surety shall reimburse the City, within a reasonable time specified by the City of Mobile, for any expense incurred in excess of the Agreement prices.

The City of Mobile reserves the right to cancel this contract without cause or any portion thereof given ten (10) working days written notice.

2.16 PROPOSAL TERM

All submitted proposals must remain valid offers for at least sixty days from the proposal closing date.

SECTION 3.0 SCOPE OF WORK

The following describes the minimum scope of work requirements. Proposers must provide a detailed plan to accomplish each of these requirements.

3.1 QUALIFICATIONS OF THE CONTRACTOR

The Contractor shall perform the contract services in accordance with the following conditions:

- A. Contractor must possess all necessary licenses. We believe the following is required for this contract. Proposers must provide a copy of all required licenses and permits along with their bid response.
 - 1. State of Alabama General Contactor's License for Herbicide Application [Required by Ala. Code §34-8-1, et seq. (1975)] **GENERAL CONTRACTOR'S LICENSE NUMBER MUST BE NOTED ON THE OUTSIDE OF THE BID RESPONSE ENVELOPE.**
 - 2. State of Alabama Contractor's License for Herbicide Application [Required by Ala. Code §34-8-1, et seq. (1975)]
 - 3. Alabama Department of Agriculture and Industries Professional Services Permit (Required by Ala. Code §2-27-2, et seq. (1975))
 - 4. Commercial Pesticide Applicator Certification for Rights-of-Way and Aquatic for each applicator.
 - 5. Business License issued by the City of Mobile.
 - 6. Alabama Department of Environmental Management NPDES General Permit (Required by Ala. Code §22-22A-1 to 22-22A-15 et seq. (1975))

7. The State of Alabama must certify each person actually spraying a Commercial Pesticide Applicator for custom handgun foliar treatment application and be a certified applicator licensed by the Alabama Department of Agriculture and Industries in Rights-of-Way and Aquatic Categories (**No Exceptions**).
 - (a) Submit the name of the licensed project manager with a minimum of twenty (20) years experience. Bidder to furnish the name, address, telephone number along with photo copy of the person's employee ID card issued by the State of Alabama and their Certified Commercial Pesticide Applicator Certificate.
 - (b) Submit the names of four (4) certified applicators with a minimum of four (4) years experience. Bidder to furnish the names, addresses, telephone numbers along with photo copies of the person's employee ID card issued by the State of Alabama and their Certified Commercial Pesticide Applicator Certificate.
8. Commercial Pesticide Applicator License for each Project Manager.

3.2 RESPONSIBILITIES OF THE CONTRACTOR

- A. Contractor must maintain a competent and coherent staff with modern communications (cell phone and/or pagers) available to business customers and field staff. Contractor must provide a working telephone (cell phone and/or pager) number for service area calls.
- B. Contractor shall provide the insurance coverage required.
- C. Contractor must have the ability to obtain the required Performance Bond (Reference 6.1.A)
- D. Contractor must have National Pollutant Discharge Elimination (NPDES) Permit for herbicide application issued by the Alabama Department of Environmental Management.
- E. 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.
- F. Herbicide manager must have at least 20 years experience applying herbicides include a resume and be currently licensed in the category of Turf and Ornamentals, Aquatics, and Right of Way pest management. Copies of current licenses must be submitted with the RFP. Contractor shall supervise and direct the work and 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.
- G. Contractor service personnel shall maintain a neat appearance in suitable clothing, with identifying company attire; i.e. T-Shirt and Hat.
- H. Contractors shall comply with State of Alabama Department of Transportation regulation concerning traffic control devices. Contractor shall provide signs, i.e. "Herbicide Equipment Ahead", barricades, and/or flashing lights, as necessary, for the protection of the work and the safety of the public.
- I. The Contractor shall ensure their employees are equipped with adequate personal protective equipment (PPE) while performing contract services. Such personal protective

equipment shall include, but is not limited to; goggles, safety glasses, face shields, gloves, safety vests, protective masks, etc.

- J. Any items of value found by the Contractor must be turned into the appropriate city representative.
- K. If necessary, the Contractor may be required to discuss the products used and the method of application to members of the media.

3.3 MINIMUM SERVICE REQUIREMENTS

- A. The Contractor will be required to inspect each area prior to application for the location of any livestock along with any desirable vegetation such as gardens, landscaped lawns, crops, or tree orchids adjacent to the treated areas. Prior to an application, the Contractor will provide the City's representative with a list of locations not to be treated, address, telephone number, and reason for not treating the particular location.
- B. The Contractor will report any potential problems that are not designated by the prior inspection, such as erodable areas which could be worsened by the herbicide application. The Contractor will contact the City's representative and show them the questionable area before any work is performed on that site.
- C. All weeds, grass and brush will be eliminated except desirable turf grasses such as Bermuda grass.
- D. Producing pecans or desirable trees located along or near the top banks of the channel are not to be treated and all efforts will be made to avoid damaging these trees.

3.4 MATERIAL REQUIREMENTS

- A. The herbicide used in treatment of vegetation in drainage channel easements, except aquatics, will consist of a combination of herbicide products that will effectively control all vegetation, **except desirable turf grasses**.
- B. The Contractor will comply with all pesticide herbicide application requirements as set forth by the Alabama Department of Agriculture and Commerce, Division of Plant Industries, Federal Environmental Protective Agency requirements; and manufacturers' instructions provided with chemicals on labels and/or in accompanying brochures. The Proposer must submit MSDS and specimen labels to the City of Mobile with their proposal or they will be considered non-responsive.
- C. The products selected shall comply with the requirements set forth by the Alabama Department of Agriculture and Industries, Federal Environmental Protection Agency, and manufacturers labels.
- D. We believe the following products to be good choices for this work. Proposers must describe the products they propose and explain how they meet or exceed these products:
 - 1. **DRAINAGE CHANNELS:**
Monsanto's **Round Up Custom** herbicide at three-quarter percent (3/4%) of total solution combined with one percent (1%) of Dow Agro Science's **GARLON 3A** and BASF's **Arsenal** herbicide as per manufacturer's recommendation for ditch bank application with one quarter (1/4%) of Brewer International's **NIS** surfactant, deposition retention agent, and defoaming agent or approved equal.
 - 2. **ALL AQUATIC GROWTH OR VEGETATION GROWING IN WATER:**

Monsanto's **Round Up Custom** herbicide at two percent (2%) of total solution in clean water with BASF's **Arsenal** herbicide as per manufacturer's recommendation and one quarter (1/4%) of Brewer International's **NIS** surfactant, deposition retention agent, and defoaming agent for all aquatic growth or vegetation growing in the water, or approved equal.

3. TREES:

Primary means of vegetation control in drainage channels will be foliar application. However, where trees exist that are too tall to be treated in this manner, a cut-bark treatment using Monsanto's **ROUNDUP PRO CONCENTRATE** (or approved equal) according to manufacturers' recommendation.

3.5 EQUIPMENT REQUIREMENTS

- A. All equipment used by the Contractor for herbicide application must comply with all applicable State, Federal and OSHA Regulations.
- B. A minimum of two (2) permanent amber caution lights and/or flashing arrow board will be mounted on top of each piece of equipment that operates near public roads.
- C. Equipment shall be marked with the name of the contractor for identification purposes.
- D. Equipment must be clean and in proper working order at all times. Equipment found not to be in compliance with these specifications will be reason for the city to stop work.
- E. Work performed by the contractor may require transporting application equipment from property to property, using truck and trailer haulers. Under no circumstances, (unless approved by the City), will contractors be allowed to park transport equipment on turf areas or mulched bed areas while servicing city properties. Contractors may park at meters, or in parking lots in designated parking spaces, on the day of their maintenance. The City will not require companies that are under contract with the City for Herbicide Services to feed parking meters while servicing their City of Mobile properties.

3.6 METHOD OF APPLICATION

- A. Custom handgun foliar treatment only by skilled, experienced, certified applicators should be the primary means of herbicide application.
- B. Contractor may utilize truck-mounted spray-rigs to access the areas to be treated by means of walking, wading or swimming as is necessary while using hoses to access the work. Large 4-wheel drive and other spray equipment will be kept out of the creeks to prevent damage to the channel and/or erosion.
- C. The Contractor will not apply any herbicide when rainfall is forecasted within four (4) hours of time of application, during periods of rainfall or immediately following periods of rainfall while vegetation retains rainfall moisture on the surfaces of plants.
- D. The Contractor will not apply any herbicide when wind speed is in excess of 10 mph.
- E. The Contractor must maintain a daily application log on all work performed.

3.7 SCHEDULING OF WORK

- A. DRAINAGE CHANNELS

1. **First Treatment:**
Must begin within ten (10) days of Notice to Proceed and begin no later than May 1st. The first complete treatment must be completed within forty-five (45) days from the date of Notice to Proceed. It is desirable that this application be completed in May.
 2. **Second Treatment:**
The second treatment must begin within ten (10) days of Notice to Proceed. The second treatment must begin by August 1st and must be completed within forty-five (45) days from the date of Notice to Proceed. It is desirable that this application be completed in August.
 3. **Follow-Up Treatments:**
As required by the City within thirty (30) calendar days following completion of first and second treatments.
- B. The Contractor will submit a work schedule including a detailed explanation of what and when the areas will be treated for the City of Mobile's review. In the event of disagreement, the schedule of the City of Mobile will be adhered to by the contractor.
- C. An update of the schedule will be given to departmental representative on a weekly basis.

3.8 LOCATIONS

- A. Provided herewith as Attachment B is a location list of areas to be treated.
- B. Areas of drainage channels to receive herbicide treatment are further defined as the bottom, side, and banks to the limits of the right-of-way, including top banks. In absence of a defined right-of-way, the top edge of the drainage embankment plus thirty (30) feet will prevail. In the event privately owned walls, fences, ornamental shrubbery or other appurtenances border drainage channels, the treatment will extend only to these appurtenances. Both first and second treatments will consist of 100% coverage of the required areas. Spot treatments will only be allowable in the follow-up treatments.
- C. Ditches that exist where no cultivated fields, established lawns, etc. adjoin the canal will receive a Bermuda-release treatment on both top sides up to the limits of the right-of-way.
- D. Where cultivated fields, established lawns, and landscaped areas adjoin the channel, right-of-way is limited to the area including the channel of the channel, and along the top bank adjacent to the sides slopes. However, in no case will Contractor's operations be permitted to encroach upon or interfere with cultivation of growing crops.
- E. Prospective bidders are urged to make a complete inspection of the property to be treated. Failure to do so will not relieve them of any of the provisions of the scope of work.

3.9 INSPECTION:

- A. No later than thirty (30) days after completion of each application a joint inspection by representatives of the contractor and the City of Mobile will be made to decide the effectiveness of herbicide treatment. In addition to these joint inspections, the contractor will be required to conduct routine inspections during the growing season and present all findings to the City's representative.

- B. Any work deemed unsatisfactory by the City's representative will be retreated at no additional cost to the City. These re-treatments will not be limited to frequency, timing and/or width. A subsequent inspection of areas which receive spot treatments will be conducted to determine effectiveness of the treatment for further treatment.
- C. If retreatment continues to be unsuccessful, the City may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.
- D. Contractor will photograph all locations, before treatment and thirty (30) days after treatment, and provide copies of such documentation to the appropriate city representative.

3.10 COMPLAINTS/DAMAGES

- A. The Contractor will control his/her operation in order to avoid damage to the areas and will be responsible for any and all damages the Contractor causes.
- B. The Contractor will be held liable for any damage incurred to yards, gardens, and other private properties damaged as a result of over spray. The Contractor will also be responsible for damage caused to areas not authorized by the City to be treated.
- C. Any Bermuda grass killed or permanently damaged will be replanted by the Contractor by means of seeding and growth will be assured. Replanting will be done at no additional cost to the City of Mobile.
- D. Complaints from residents or business owners resulting from work performed under this contract will be received and recorded by the city then forwarded to the contractor. The contractor must contact with the person or persons registering the complaint within twenty-four (24) hours and do whatever is necessary to investigate the situation and make a sound judgment as to its authenticity. If in fact, a liability situation does exist, every effort will be taken to insure that the claim is settled as expeditiously as possible. In each case, the city will be kept informed as to the disposition of complaints.
- E. The contractor must immediately notify the appropriate city representative when they realize any property damage and the intended plan to cure the situation.

3.11 DELIVERABLES

- A. The contractor must advertise the completion of work.
- B. The contractor will invoice the City for services on a per treatment cycle basis. The City's payment terms are Net 30, however, we will make every attempt to speed the process if the invoice is correct and the work is acceptable.
- C. Original invoices shall be submitted with the RFP Number included on the invoice to the appropriate city representative at the address provided below. Proposers must submit a sample invoice along with their proposal. The following are requirements for a proper invoice:
 - 1. Name and address of Contractor
 - 2. Invoice date and invoice number
 - 3. RFP Number, Property Package Reference and date of service.
 - 4. Name, title, phone number and mailing address of person to be notified in event of a discrepancy in the invoice
 - 5. Invoices should be forwarded to the appropriate department:

PUBLIC WORKS DEPARTMENT

City of Mobile
Public Works Department
Attn: Matt Holston
P. O. Box 1827
Mobile, Alabama 36633-1827
Telephone: (251) 208-2934

SECTION 4.0 PROPOSAL RESPONSE INSTRUCTIONS

In order to facilitate the analysis of the responses to this RFP, Proposers are required to submit the required information in accordance with the instructions outlined in this section. A response, which deviates from these instructions, may be considered non-responsive and may be disqualified at the discretion of the City.

4.1 PROPOSAL RESPONSE FORMAT

Proposals should be presented on 8 ½ x 11 paper, pages sequentially numbered, and single spaced with an easily legible font size. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Expensive bindings, color display, promotional material, etc., are not necessary. **EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.** All parts, pages, figures, and tables should be numbered and labeled clearly. The proposal should be organized into the following major parts, which are further described herein.

4.2 EXECUTIVE SUMMARY (Response Section A)

The Executive Summary must include the Contractor's name, address, and all contact information. It must be submitted on company letterhead with a clear and legible signature of a representative authorized to bind the company. The content of the summary must be limited to a brief narrative, describing a brief overview of the company's philosophy regarding landscape maintenance and must include the following information and acknowledgements:

- A. The proposal is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation;
- B. The Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal;
- C. The Proposer has not sought by collusion to obtain for themselves any advantage over any other Proposer or over the City;
- D. The Proposer will comply with the laws of the State of Alabama, applicable portions of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and that activities provided to the general public under the resulting contract are in conformance with the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
- E. The Proposer nor any individuals working on the contract who has a possible conflict of interest and, if so, the nature of that conflict. The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculations to the objectivity of the program to be developed by the Proposer. The City's determination regarding any questions of conflict of interest shall be final.
- F. The Proposer must acknowledge receipt of any addenda issued.
- G. The Proposer must note any exceptions to this RFP.

- H. A Proposal Bond must be submitted along with your proposal response in the form of a firm commitment such as an original Bid Bond, postal money order, certified check, cashiers check, or irrevocable letter of credit. This bond must be in the amount of **\$5000.00**.

4.3 STATEMENT OF QUALIFICATIONS (Response Section B)

Each Proposer must provide the following information about their company in order for the City to evaluate the Proposer's stability and ability to support the commitments of a contract resulting from this RFP. The City reserves the right to require additional documentation to support and/or clarify information provided.

- A. How long the company has been in the business of herbicide application.
- B. A brief description of the company, including past history, present status, future plans, etc.
- C. Company size and organization
- D. Disclose any history of defaults, contract terminations, and bankruptcies.
- E. Proposers must provide a list of three (3) comparable clients for whom the proposer is currently providing similar services within the past 3 years. Information must include the name of the organization, contact name and position, address, contact telephone number and a brief description of the scope of work. The city may request additional references.
- F. Explain philosophy regarding customer satisfaction and how you document the results.
- G. Provide an organizational chart specific to the management personnel assigned to accomplish the work called for in this RFP. Provide a resume of the project manager who will work directly with the city. If additional personnel must be hired, describe the staffing levels anticipated. Further, describe the screening process that will be used to hire all personnel and how substance abuse is monitored.
- H. Describe any subcontractor or joint venture relationships to be utilized Ref. Section 2.14).
- I. Provide a response to each of the requirements outlined in section 3.1.

4.4 METHODOLOGY (Response Section C)

The Proposer must provide a detailed explanation of the methodology to be utilized to accomplish each of the specific requirements outlined in sections 3.2 through 3.11. Proposers must also provide a list of all equipment to be used on the property, including make, model, serial number, and year of each piece of equipment. The city may make arrangements to inspect the equipment. If Proposer must obtain equipment in order to perform this work, explain what equipment will be purchased and how financing will be obtained.

4.5 PROPOSAL PRICING FORM

Proposers must submit their complete Proposal Pricing Form (Attachment C) along with the original proposal response. However, **the Proposal Pricing Form must be in a separate sealed envelope labeled "PROPOSAL PRICING FORM"**. The purpose of this requirement is to allow the city's evaluation committee to evaluate proposals technically without the knowledge of the proposer's price. See the evaluation procedures outlined in Section 5 herein.

4.6 SUBMISSION OF PROPOSALS

Complete sealed proposals must be clearly marked with the RFP# and received by Purchasing Department no later than _____ a.m. local time on the proposal closing date specified on the cover of this document along with the proposer's General Contractors License number. For the purposes of receiving proposals, the clock located in the City Council Chambers, regulated by the National Institute for Standards and Technology (NIST), and shall be the official record of time.

Late proposals will not be accepted nor considered. The City will not be responsible for a carrier's failure to deliver. An original, plus 2 copies, must be delivered to:

City of Mobile, City Clerks Office, 9th Floor Government Plaza
Mailing Address: P. O. Box 1827, Mobile, AL 36633-1827
Physical Address: 205 Government Street, Mobile, AL 36602

**ANY PROPOSAL SUBMITTED WITHOUT THE GENERAL CONTRACTOR'S LICENSE NUMBER
CLEARLY NOTED ON THE OUTSIDE OF THE ENVELOPE WILL BE REJECTED.**

SECTION 5.0 EVALUATION PROCEDURES

5.1 OVERALL EVALUATION PROCESS

It is the City's intent to evaluate all proposals determined to be responsive and responsible. Ultimately, the City will negotiate and award a contract to the responsive and responsible Proposer(s) whose overall proposal offers the best value for the City as evaluated pursuant to the established evaluation criteria as set forth herein. The City may conduct oral interviews.

5.2 RESPONSIVE PROPOSALS

The City will determine the responsiveness of each proposal response submitted. A responsive proposal is submitted in accordance with the requirements of the RFP. The City reserves the right to waive minor informalities (Reference Section 2.10).

5.3 RESPONSIBLE PROPOSALS

The City will determine the responsibility of each proposer based upon the information provided in the proposer's response section B and any other information available.

5.4 EVALUATION CRITERIA

Proposers determined to be responsive and responsible will be evaluated based upon the following criteria:

A. **Methodology: (50 points)**

The evaluation committee will utilize the information provided in the proposer's response section C to determine the points allocated for methodology. Any proposal receiving a score of 37 or less will be considered technically unacceptable with no further consideration given. Proposers with an acceptable methodology score will go onto the pricing evaluation phase.

B. **Price: (50 points)**

The city will notify the proposers of a time for the public opening of the "Proposal Pricing Form" envelopes. The proposer providing the lowest overall annual price will receive the maximum number of points available for price. Each of the other proposals will receive points based upon the following formula:

$$(\text{Lowest Price Proposal}) \times (50 \text{ Points}) / (\text{Pricing of each of the other Proposals}) = \text{points}$$

5.5 CONTRACT AWARD

At the completion of the evaluation process, the City intends to award a contract to the responsive, responsible proposer receiving the highest overall evaluation score.

SECTION 6.0

CONTRACT TERMS AND CONDITIONS

6.1 CONTRACT DOCUMENTS

A sample agreement is provided herewith as Attachment A.

6.2 BONDS AND INSURANCE

A. **BID BOND:** See Section 4.2.H.

B. **PERFORMANCE BOND:** The successful bidder to whom the contract is awarded shall furnish at his expense an acceptable Performance Bond (Surety Bond) to the City of Mobile, in the amount equal to one hundred (100%) percent of the estimated annual contract price. Bond shall be countersigned by the authorized agent resident in the state and shall attach thereto power of attorney of signing official.

C. **LABOR AND MATERIALS BOND:** The successful bidder shall furnish at his expense an acceptable Payment of Labor, Materials, Foodstuffs and Supplies Bond (Surety Bond) to the City of Mobile, in the amount not less than fifty (50%) percent of the contract price, with the obligation that the Contractor shall promptly make payment to all persons furnishing him or them with labor, materials, foodstuffs, or supplies for, or in, the prosecution of the work, including the payment of the reasonable attorneys fees incurred by successful claimants or plaintiffs in suits on said bond.

6.3 CONTRACT PERIOD

The contract award shall be for a period of one year, with extensions as allowable by State Law.

SAMPLE AGREEMENT

Omitted
To be finalized with the successful bidder.

APPENDIX (DRAINAGE)
HERBICIDE TREATMENT LOCATION LISTING FOR 2015

Name:	From:	To:
TWELVE MILE	MUSEUM DRIVE	EAST DRIVE
AL HWY DEPT	SHARON DRIVE	UNION STREET
AL HWY DEPT	NORTH OF BROOKDALE DR W	DESIRRAH DRIVE
THREE MILE	RR TRACKS @ SPRINGWOOD	EAST OF DR MLK JR DR
MONTLIMAR	NORTH OF DAUPHIN STREET	HALLS MILL ROAD
DOWNTOWNER	AIRPORT BLVD SERVICE RD	MONTLIMAR CREEK
BOLTON'S BRANCH	AZALEA ROAD	MONTLIMAR CREEK
ESLAVA	OLD SHELL ROAD	HALLS MILL RD
MOORE CREEK	GOVERNMENT BLVD	LEES LANE
BFI	SOUTH OF INDUSTRIAL PARK DR	VARNER DRIVE
BOLTON'S BRANCH	S BELTLINE HWY	MC VAY DRIVE N
BOLTON'S BRANCH TRIB	BOLTON'S BRANCH	PLEASANT VALLEY RD
THE HANK	BELTLINE HWY	SACHEL PAIGE DR.
THE HANK	BOILLING BROS DR	I-65 NORTH
WOODCOCK CREEK	RALSTON ROAD	GLENWOOD STREET
WOODCOCK CREEK TRIB	WOODCOCK CREEK BRANCH	ESLAVA CREEK
TENNESSEE	LOTT STREET	I-10
S CONCEPTION	S LAWRENCE STREET	SOUTH OF S CONCEPTION
BIRDVIEW	VARIOUS CHANNELS	THROUGHOUT SUBDIVISION
CARLISLE	CARLISLE DR	RR TRACKS @ UNIVERSITY
SPRING CREEK	VARIOUS CHANNELS	THROUGHOUT AREA
HILLCREST	GIRBY RD	NORTH END OF DITCH
HWY 90	NORTH OF EAST RD	TWO CHANNELS
ICE HOUSE BRANCH	N OF BANKHEAD ST	S OF BANKHEAD ST
ONE MILE	BEAUREGARD ST	SUMPTER ST
PINEHURST	DETENTION PONDS AND DITCHES	THROUGHOUT AREA

PROPOSAL PRICING FORM

I WILL PROVIDE HERBICIDE SERVICES IN ACCORDANCE WITH THIS RFP AND MY PROPOSAL RESPONSE AS FOLLOWS:

DRAINAGE DITCHES

Lump Sum Base Bid Per Year
_____ Dollars (\$_____)

Unit Price **Per Acre** For Additions/Deletions
_____ Dollars (\$_____)

**THIS PROPOSAL PRICING FORM MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE
ALONG WITH THE ORIGINAL PROPOSAL (REFERENCE SECTION 2.8)**

Legal Name of Firm

Signature of Proposer

IMMIGRATION ACT AFFIDAVIT

EXHIBIT 1

STATE OF _____
COUNTY OF _____

AFFIDAVIT OF CONTRACTOR

Before me, a Notary Public, personally appeared _____ (Affiant) who, being duly sworn says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____ (state position) for _____ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM).

Affiant

Sworn to and subscribed before me this the ____ day of _____, 20____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

EXHIBIT 2

STATE OF _____
COUNTY OF _____

AFFIDAVIT OF SUBCONTRACTOR

Before me, a Notary Public, personally appeared _____ (Affiant) who, being duly sworn says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____ (state position) for _____ (state subcontractor name) said subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said subcontractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM).

Affiant

Sworn to and subscribed before me this the ____ day of _____, 20____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

EXHIBIT 3

STATE OF _____
COUNTY OF _____

**AFFIDAVIT OF DIRECT SUBCONTRACTOR
TO GIVE TO CONTRACTOR**

Before me, a Notary Public, personally appeared _____ (Affiant) who, being duly sworn says as follows:

I hereby attest that in my capacity as _____ (state position) for the direct subcontractor _____ (state business entity/employer/contractor name) said direct subcontractor has not knowingly employed, hired for employment, or continued to employ an unauthorized alien.

I further attest that I have verified each of the above-named direct subcontractor's employee's eligibility for employment. I further attest that I have in good faith complied with Code of Alabama, Section 31-13-9(c)*.

Affiant

Sworn to and subscribed before me this the ____ day of _____, 20____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

*Code of Alabama, Section 31-13-9(c) provides: "No subcontractor on a project paid for by contract, grant, or incentive by the state [of Alabama], any political subdivision thereof, or any state-funded entity shall knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. The subcontractor shall also enroll in the E-Verify program prior to performing any work on the project and shall attach to the sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify program."