



**SOUTH ALABAMA
PURCHASING ASSOCIATION**

110 Beauregard Street
Mobile, Alabama 36633

**REQUEST FOR BID (RFB)
SAPA 2021-03**

**PINE STRAW
BID**

**COMPETITIVE SEALED PROPOSALS WILL BE
RECEIVED NO LATER THAN:**

Tuesday, July 20, 2021 at 10:00 am local time

Location of bid opening:

Daphne Utilities
8301 Well Road
Daphne, Alabama 26526

Bids may be mailed to:

Daphne Utilities
Attn: Marinda Turner – SAPA BID
P.O. Box 2550
Daphne, Alabama 36526

Renee Eberly,
SAPA Chairperson

Wayne Smith,
SAPA Coordinator



SEALED BIDS will be received at Daphne Utilities, 8301 Well Road, Daphne, Alabama 36526 until July 20, 2021 at 10:00 am, local time at which time bids will be publically opened.

All specifications will be met as stated within this RFB for:

PINE STRAW BID

Bid Number: 2021-02

Questions pertaining to this bid must be presented in writing and sent as an Email to:

Wayne Smith,
waynesmith@sarpc.org

Each bid when completed is to be sent in a separate opaque envelope, clearly marked with the following information:

**“Sealed Bid”
PINE STRAW
Bid No: 2021-02
Attn: Marinda Turner,
PO Box 2550
8301 Well Road
Daphne, Alabama 36526**

Failure to observe the instructions contained herein will constitute grounds for rejection of your bid. SAPA reserves the right to accept or reject all bids or any portion thereof whichever is in the best interest of SAPA.

The company awarded the bid must present proof of having Workman’s Compensation Insurance if the company’s employee enters the SAPA member’s premises. Any firm submitting a proposal must have General Liability Insurance specifying coverage must maintain to hold any SAPA members harmless in event of an accident.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General Contractors, Montgomery, Alabama.



I. RFB INSTRUCTIONS & OBJECTIVE OF BID

1.0 Introduction

The purpose for this Request for Bid is to establish a one (1) year contract with an option to renew for 2 additional years with vendor/s that will provide the "South Alabama Purchasing Association" (hereafter named SAPA) members with products and services such as parts and delivery of proposed PINE STRAW to the member's location.

1.1 Bid

To bid Pine Straw as needed for SAPA members.

1.2 Purpose of Request for Bid

SAPA is seeking vendor/s to purchase Pine Straw to be used by members of "SAPA" as needed within their organizations.

1.3 Instructions to Bidder

Bid must be submitted in a sealed envelope(s) with the Request for Bid (RFB) number, Title of Proposal, Vendor's name and address indicated on the outside of the envelope. All bids shall be submitted in the same order/format, including page numbers as the Request for Bid outline. Failure to do so may be grounds to reject Bid. All bids must be submitted in ink or typewritten. Bids written in pencil will be rejected. All Vendors must submit their bid with one (1) original bid and one (1) copy.

II. RFB

1.0 Estimated Needs

It will be impossible to estimate the amount of Pine Straw needed during the terms of this contract or extended contract. If any quantities are given within this RFB, they will be considered an estimate only and are given as a basis for comparison of bids.



2.0 RFB DETAILS

Vendor Response to RFB

Please answer the questions for the following:

(Please insert extra page/s if necessary, clearly marking question number)

2.1 Name of Vendor and Contact Person to Place Orders:

2.2 Company: _____

Name: _____

Address: _____

Phone Number: _____

Cell Phone: _____

Email Address: _____

2.2 Please state the number of years your company has been in business within your area?

2.3 Please explain your procedure for placing orders with your company, including which methods can be accepted such as on-line, telephone, in person, or other methods.



2.4 Please explain your provision for billing for agencies and government:

Four horizontal lines for providing an answer to question 2.4.

3.0 Examination of Specifications and Provisions

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy their selves as the conditions to be encountered, quality, and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

3.1 Locations of SAPA Members

SAPA members are in an area which includes Mobile and Baldwin County, Alabama and possibly *Escambia County, Alabama, to include all cities and eligible entities in this area.

*Please Note: There are no SAPA members presently in Escambia County, Alabama.

3.2 Three county Maps are provided in order to figure freight. The maps include a zone location for that particular county.

3.2.1 Freight will be figured for Baldwin, Mobile, and Escambia Counties using zones shown in each of the counties.

3.2.2 EXAMPLE

For example, the City of Bay Minette places an order for "X" amount of Pine Straw to be delivered to a jobsite within the Bay Minette Area. You would refer to the Baldwin County Map locating the zone number that Bay Minette is located in. You would quote: Using the BALDWIN COUNTY MAP locating the zone Bay Minette is in which is ZONE #1. The freight cost would be figured looking under the BALDWIN COUNTY MAP, locating ZONE-1 quoting that freight cost for delivery.

3.3 Licenses

Vendors are required to have all applicable licenses required for companies delivering products and services providing such services as contracted.



3.4 Contractors (Vendors)

Vendor shall accept orders from any SAPA Member and not refuse any orders without the express written consent of SAPA.

3.5 Delivery Cost

Total Delivery Cost is to be figured separately in a column provided for delivery on the pricing schedule shown in designated table under the particular COUNTY and ZONE.

3.6 Delivery may be to all SAPA locations and future locations. If an item is not available within 48 hours, or as determined by the SAPA Member using this bid, such member will have the option of going to the next lowest bidder unless it is a special order. Purchase orders and/or purchase agreements will be issued by the individual SAPA Member and billing will be to that SAPA Member requesting any item or delivery of such item.

3.7 The *SAPA organization*, its parent support organization which is the *South Alabama Regional Planning Commission*, its chairman, coordinator, members, or employees; the South Alabama Purchasing Association (SAPA), its chairman, coordinator, or any other person or entity related to SAPA will not be liable or responsible of items purchased, billed, or accepted by its members. All billing will be the responsibility of the vendor being awarded the contract and the entity placing the order.

3.8 **Price Sheet & Details are shown in the designated table in this RFB.**

4.0 BID AWARD

4.1 Basis of Award

SAPA reserves the right to award bid **PER LINE ITEM** if applicable. All purchases which are based on competitive Invitations to Bids are awarded to the lowest responsive bidder subject to SAPA's right to reject any or all bids and to waive informality and irregularity in bids and bidding. In addition to price, consideration will be given to the following items determining the lowest, responsive bidder:

- » The best interest for SAPA members
- » The quality and performance of the goods or services to be supplied
- » Conformity to specifications
- » Delivery time
- » Other unique requirements outlined in the bid request



4.2 TRANSPORTATION

F.O.B. Destination, via best way

4.3 Tax

SAPA members are exempt from all Federal Tax, Sales Tax, and Use Tax, except Alabama tax on oils, lubricants and fuels specifically bought for over-the-road transportation use.

4.4 Bound by Law

The parties agree to be bound by the laws of the *State of Alabama* and in the event legal action is necessary to enforce the terms and conditions of this agreement.

4.5 All changes or modifications to the Agreement shall be in writing and signed by both Parties.

5.0 CONTRACTS

5.1 CONTRACTS

The Request for Bid, Vendors Bid, the acceptance of the bid whether in part or whole, and the Letter of Award to the successful vendor shall constitute a contract unless otherwise noted.

5.2 Term of Contract

It is the desire of SAPA that this contract remain in effect for a period of one (1) year with an option to extend the contract for two (2) additional years if both parties agree, beginning on the first day of purchase of the award subject to funding for various "SAPA" members on a year-to-year basis.

5.3 Price Escalation Clause

THE BEGINNING OF JANUARY 1, 2021 THROUGH DECEMBER 31, 2021. PRIOR TO THE COMMENCEMENT OF SUBSEQUENT RENEWAL PERIODS, IT SHALL BE THE SUCCESSFUL BIDDER'S RESPONSIBILITY TO SEND WRITTEN NOTIFICATION THIRTY (30) DAYS IN ADVANCE OF ANY REQUESTED PRICE CHANGES. SAPA OR THE SAPA MEMBER RESERVE THE RIGHT TO GRANT OR DENY THE REQUEST FOR A PRICE INCREASE.

5.4 Contract Commencement

Successful vendor shall immediately, upon *Notice of Award* proceed to secure any equipment, services, or other items bid, proceed with the execution of the contractual services of this proposal.



5.5 Termination of Contract

If, for any reason, or through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor violates any of the proper manner its obligations under this Contract, or if the Contractor violates any of the Covenants, Agreements, or Stipulations of the Contract, SAPA and/or the SAPA member may terminate the contract by a 30-day written notice, in whole or in part if vendor fails to perform adequately the services, terms, or promises vendor proposed in their response to this RFB.

5.6 Notification of Owner Re: Termination/Expiration

Each and every policy shall contain an endorsement stating that insurance company will not, prior to completion of project of any policy expiration date shown on policy and certificate, whichever occurs first, terminate policy or change, to Owner at whose request the policy and certificates are issued.

6.0 GENERAL TERMS & CONDITIONS

The Purchase Order will not be issued and Contractor shall do no work until the certificates of insurance acceptable to the Owner has been filed with the Owner and approved.

6.1 Non-Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract may be cancelled by any SAPA member.

6.2 Performance Bond

A Performance Bond is waved by SAPA for this contract.

7.0 INSURANCE

7.1 Certificate of Insurance

Submit certificate of insurance on AIA Document G-705 entitled "Certificate of Insurance", enclosed herein, or other suitable form provided by the Insurance Company. Insurance Companies Coverage of all insurance shall be in acceptably strong companies with a minimum rating of A+AA in Best's Insurance Guide, or lacking that, must be approved by the Owner.



7.2 Owner Liability

The Contractor shall name the Owner as additional insured in the Contractor Comprehensive Liability Policy.

7.3 Additional Coverage

Coverage shall include liability arising from property in care, custody and control of Contractor.

7.4 Limits of Coverage

Specific policies and amounts of coverage required are as follows:

7.5 OTHER INSURANCE -WORKMAN'S COMPENSATION

A. Workmen's Compensation - Employers Liability Insurance.

- 1. Statutory - amount and coverage as required by law of the place of building.
- 2. Employers Liability \$1,000,000.
- 3. Comprehensive - General Liability Insurance

B. Public Liability: Including Premises-Operations, Independent Contractors, Products-Completed Operations, Broad Form Property Damage Including Products Liability and Broad Form Contractual Liability.

- 1. Bodily Injury Liability - \$1,000,000 per person per occurrence
\$500,000 aggregate per occurrence
- 2. Property Damage Liability - \$1,000,000 aggregate per person
- 3. Comprehensive – Automobile Liability Insurance including owner, non-owned, and hired vehicles.
- 4. Body Injury Liability- \$1,000,000 per person per occurrence



\$500,000 aggregate
Per occurrence

C. Property Damage Liability - \$100,000 aggregate

D. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform is occasioned by Force Majeure, meaning act of God, storm, fire, casualty, work stoppage, strike, lockout, labor, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

E. Contract Changes/Modification

The Scope of services set forth in this RFB may be reduced, modified or expanded beyond the limits of this RFB by written contract modifications executed by "SAPA members" and the Vendor.

In the event that "SAPA members" requires the vendor to undertake work not identified in and beyond the scope of services this RFB may be amended in writing to incorporate such services and compensation as are mutually agreed upon.

F. Non-Collusion

The Vendor guarantees that the RFB submitted is not a product of collusion with any other Vendor and no effort has been made to fix the RFB price of any Vendor or to fix any overhead, profit or cost elements of any proposal price, An affidavit of non-collusion form is included and must be signed and submitted with RFB.

G. Indemnification and Hold Harmless

Vendor shall indemnify, defend, and hold harmless "SAPA" or its parent organization, "SARPC" from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by "SAPA members" or its parent organization, "SARPC" or any members on account of loss of or damage to any property or for injuries or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor or its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connection with or incident to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of vendor and/or its subcontractors or claims under similar such laws or obligations. Vendor's obligation under this



section shall not extend to any liability caused by the sole negligence of "SAPA or SARPC members" or its employees.

8.0 IMMIGRATION LAW

A. Alabama Immigration Act Contract Requirements

Background

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535, as amended by Act No 2012-491, *Code of Alabama* (1975) Section 31-13-1 through Section 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to contracts with the State of Alabama. All business entities entering into contracts with the SAPA in the State of Alabama will comply with the Alabama Immigration Act.

B. Definitions

- (1.) ALIEN. Any person who is not a citizen or national of the United States, as described in 8 U.S.C. § 1101, et seq., and any amendments thereto.
- (2.) BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. Business entity shall include but not be limited to the following:
 - (a.) Self-employed individuals, business entities filling articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
 - (b.) Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, any business entity that is operating unlawfully without a business license.



- (3.) **CONTRACTOR.** A Contractor is a person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include, but not be limited to, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity.
- (4.) **EMPLOYEE.** Any person directed, allowed, or permitted to perform labor or service of any kind by an employer. The employees of an independent contractor working for a business entity shall not be regarded as the employees of the business entity, for the purposes of this chapter. This term does not include any inmate in the legal custody of the state, a county, or a municipality.
- (5.) **EMPLOYER.** Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.
- (6.) **E-VERIFY.** The electronic verification of federal employment authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, P.L. 104-208, Division c, Section 403 (a); 8 U.S.C. §1324(a), and operated by the United States Department of Homeland Security, or its successor program.
- (7.) **UNAUTHORIZED ALIEN.** An alien who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a (h) (3).
- 8.1** Proof of E-Verify documentation will be in the form of a copy of the signed Memorandum of Understanding (MOU) generated upon completion of the E-Verify program.
- 8.2** *By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."*



III. SPECIFICATIONS FOR PINE STRAW

- 1.1 Pine Straw shall be free of any type of weed or grass.
- 1.2 Pine Straw may be in a roll or bail. Sizes of bail and/or roll must be defined along with an approximate weight of a bail or roll. As stated, this will be approximate weight.
- 1.3 There shall be no mold (normally white mold) or discoloration of the brown Pine Straw.
- 1.4 If Pine Straw is in a roll, the Pine Straw must be bound within the roll and not loose where Pine Straw can drop or fall out of the roll.
- 1.5 If Pine Straw is in a bail, the bail must be solid without any straw or sections falling out of the bail.

PINE STRAW

SIZE (DIMENSIONS OF BALE)	SIZE (DIMENSIONS OF ROLL)

Other Information:



**BALDWIN COUNTY
ZONE – 1 (See map)**

PINE STRAW

PRICE PER BALE:	PRICE PER ROLL:

**BALDWIN COUNTY
ZONE – 2 (See map)**

PINE STRAW

PRICE PER BALE:	PRICE PER ROLL:

**BALDWIN COUNTY
ZONE – 3 (See map)**

PINE STRAW

PRICE PER BALE:	PRICE PER ROLL:



**MOBILE COUNTY
ZONE – 1 (See map)**

PINE STRAW

PRICE PER BALE:	PRICE PER ROLL:

**MOBILE COUNTY
ZONE – 2 (See map)**

PINE STRAW

PRICE PER BALE:	PRICE PER ROLL:

**MOBILE COUNTY
ZONE – 3 (See map)**

PINE STRAW

PRICE PER BALE:	PRICE PER ROLL:



**ESCAMBIA COUNTY, AL
ZONE – 1 (See map)**

PINE STRAW

PRICE PER BALE:	PRICE PER ROLL:

**ESCAMBIA COUNTY, AL
ZONE – 2 (See map)**

PINE STRAW

PRICE PER BALE:	PRICE PER ROLL:

**ESCAMBIA COUNTY, AL
ZONE – 3 (See map)**

PINE STRAW

PRICE PER BALE:	PRICE PER ROLL:



VI. RFB DOCUMENTATION

COLLUSION FORM

Company Name: _____

Address: _____

Phone Number: _____

E-Mail Address: _____

Signature: _____

NON-COLLUSION AFFIDAVIT

IN THE STATE OF _____
IN THE COUNTY OF _____

_____ being first duly sworn, on oath, says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to secure her/himself an advantage over any other bidder or bidders.

Subscribed and sworn before me this ____ day of _____, 20 ____

NOTARY PUBLIC in and for the State of Alabama

Signature

Seal



INSTRUCTIONS - ACKNOWLEDGEMENTS

Initial If Acknowledged

1. _____ Vendor understands that this is a one (1) year contract with the option to renew for two (2) additional years upon approval by SAPA members and vendor.
2. _____ In the event of one bid or no bids received, SAPA reserves the right to negotiate a contract with one or more vendors of their choice after satisfying the State of Alabama Bid Law.
3. _____ SAPA members are not responsible for any taxes. It shall be the responsibility of the vendor to file and pay taxes as needed.
4. _____ Delivery documentation is attached to the back of Price Sheet.
5. _____ Include a Certificate of Insurance AIA Document G-705.
6. _____ Sign Collusion Document.
7. _____ Bid has been notarized.

Print Name: _____

Sign Name: _____

Title: _____

Date: _____



This contract will be available to all current SAPA members and any new members upon approval by SAPA Chairman.

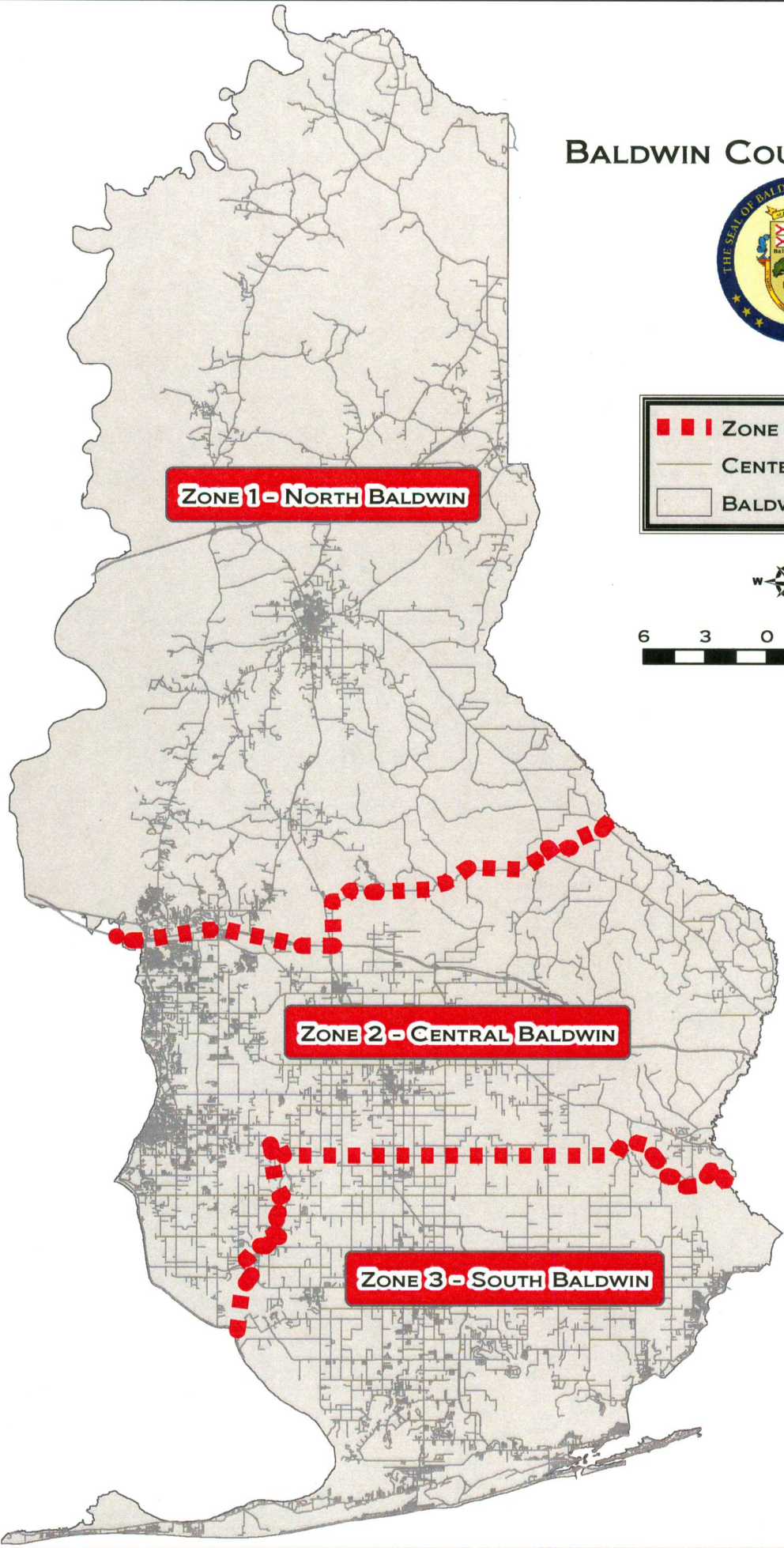
Members:

Baldwin County Commission	Wanda Gautney (SAPA Vice-Chairperson)
Mobile County Commission	Susan Holland
City of Daphne	Suzanne Henson
City of Foley	Rachel Keith
City of Orange Beach	Renee Eberly (SAPA Chairperson)
City of Gulf Shores	Temple Smith
City of Robertsdale	Rustee Karolyi
Daphne Utilities	Maranda Turner
Mobile Area Water & Sewer Service	Lisa Russell
South Alabama Regional Planning Commission	Kathryn Saucier
City of Fairhope	Dee Dee Brandt
City of Bay Minette	Tammy Smith
City of Saraland	Paige Walding
City of Satsuma	Vicki Miller
Baldwin County Board of Education	Thomas Waters
North Baldwin Utilities	Tracy L. Rogers
Town of Summerdale	Tiffany Lynn
City of Semmes	Jason Franklin
Riviera Utilities	Jeremy Asarisi
Gulf Shores Board of Education	Chad Green
Gulf Shores Utilities	Dan Grilli

BALDWIN COUNTY, ALABAMA



■ ■ ■ ZONE DIVIDING LINES
— CENTERLINES
□ BALDWIN COUNTY



ZONE 1 - NORTH BALDWIN

ZONE 2 - CENTRAL BALDWIN

ZONE 3 - SOUTH BALDWIN

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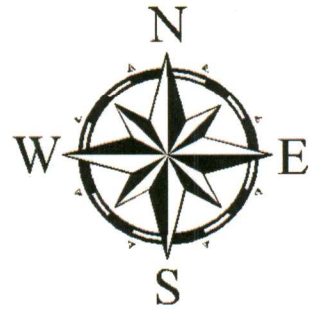
MOBILE COUNTY, ALABAMA




Zone 1-North Mobile

-  Zone Dividing Lines
-  Roads
-  Mobile County

Zone 2-Central Mobile



0 2 4 8 12 16 Miles

A horizontal scale bar with alternating black and white segments, corresponding to the mile markings above it.

Zone 3-South Mobile

Dauphin Island



ESCAMBIA COUNTY, ALABAMA

