



WALLACE
COMMUNITY
COLLEGE
Dothan • Eufaula

Bid Invitation # 1636
Landscaping Services

Bid Issue Date: Wednesday, January 8, 2025
Bid Opening Date: Thursday, January 28, 2025
Bid Opening Location: Grimsley Hall Room 179

Submit bid proposal to:
Wallace Community College – Dothan
Business Affairs Office
Bid #1636
1141 Wallace Drive
Dothan, AL 36303

Direct all bid inquiries to:
Lauren Tidwell
Phone: 334-556-2288
Email: ltidwell@wallace.edu

INSTRUCTIONS TO BIDDERS

1. All bids should be submitted in a *sealed* envelope with the bid number, bid name, and opening date clearly marked on the outside of the envelope. Bids can be submitted by mail or in person at Wallace Community College – Dothan, Business Office, 1141 Wallace Drive, Dothan, AL 36303.
2. Bids must be received prior to the bid opening date and time. Late bids will not be considered.
3. All forms must be completed in ink and signed/initialed/notarized/witnessed where required. Pencil will not be accepted.
4. Wallace Community College - Dothan reserves the right to reject any or all bids, or any part thereof, and to waive any technicality in the bidding in the best interest of the Institute. Bids will be awarded in a manner that appears to be in the best interest of Wallace Community College - Dothan. Bids may be awarded to multiple bidders.
5. Bid prices are not to include tax. Tax exemption certificate furnished upon request.
6. Bidder shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of the requested work or service.
7. Successful bidder must provide a copy of the current state, county, or city business license, general contractor's license, or applicable license as required by law.
8. It is the responsibility of the bidder to inspect the facilities (grounds, road access, and buildings) for delivery method, installation and/or set-up of materials, supplies and/or equipment. Failure to inspect the facilities will not relieve the bidder of responsibility to provide for delivery F.O.B. or additional costs associated with delivery, installation, and set-up as requested in the bid.
9. All bidders are required to complete a Disclosure Statement. Act 2002-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. Any changes to the status of the information on this form will require the submission of an updated form to the college.
10. All bidders must have sufficient capability and capacity to provide the materials and full scope of services requested herein.
11. Bidder must provide all materials, labor, equipment, and supplies necessary to execute the Contract.
12. The vendor shall be experienced in landscaping maintenance within the last five (5) years similar in size, scope, quality, and contract value to that indicated for this project.
13. Agree to hold Wallace College - Dothan harmless to all claims, loss, or liability with regard to the destruction of property or the injury of persons in the service area.
14. Attend meetings, if necessary, with College representatives, which may include a pre-bid meeting, pre-contract meeting, and occasional progress meetings. The date, time, and location of these meetings will be provided as scheduled.
15. Payment shall be contingent on the College's inspection of and satisfaction with completed work or materials.
16. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the College's satisfaction by the successful bidder at no additional charge.
17. All bids must be notarized.

18. If a requested item or service cannot be furnished as specified, a substitute may be made by giving a full description of the item or service being bid.
19. Correction of errors in evaluation factors will not be allowed after bid opening. However, the College reserves the right to waive or allow correction of technical errors in accordance with Alabama Code, Section 41-4-132.
20. The Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535) requires that, as a condition for the award of a contract by a government agency to a business entity or employer with one or more employees working in Alabama, **the business entity or employer must provide documentation of enrollment in the E-Verify program.** During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the Federal website www.e-verify.gov. The Alabama Department of Homeland Security <http://immigration.alabama.gov> has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employee Identification Number (EIN) also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account. **The contractor's E-Verify Memorandum of Understanding must be supplied before contract award.**



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**Bid Specifications for Bid # 1636
Landscaping Services**

Wallace Community College – Dothan (WCCD) is now accepting bids for Landscaping Services for 1141 Wallace Drive Dothan, AL 36303. The services are to include pine straw distribution, the trimming of bushes, and weeding around the entire campus.

Pre-Bid Conferences

There will be **one mandatory** pre-bid conference on Wednesday, January 22, 2025 at 2:00 pm CST for Bid #1636 at the following location:

1141 Wallace Drive
Dothan, AL 36303
Grimsley Hall
Business Affairs Conference Room
Room 179

The bidders must sign an attendance form at the pre-bid conference which constitutes a qualification to submit a proposal. A grounds tour will be conducted following the conclusion of the pre-bid conference.

A. DESCRIPTION OF SERVICES

The contract will be between Wallace Community College – Dothan, known as the “College” and the successful bidder(s) known as the “Contractor” for the Landscaping Services. The contractor will provide the labor, equipment, materials, and supplies necessary to maintain quality landscaping service at the locations specified. The contractor will also provide the supervision and management necessary to complete these services in a timely and efficient manner. The contractor shall make personal contact with the designated representative monthly to discuss the services provided, satisfaction with the service provided, and any other necessary business. The contractor shall inspect the campus bi-weekly.

A. General Scope of Work

1. The contractor shall provide a typewritten one-year maintenance program manual specifying weekly and monthly landscape maintenance task schedules covering all areas of responsibilities specified in the Request for Proposal. The contractor shall also submit for approval a schedule showing when major work items are proposed to be performed.
2. The contractor shall monitor and appraise its own performance based on this contract, the objective being to measure the effectiveness of the landscape maintenance program. The Contractor will be available for a monthly walk-through of the site with a college representative or as necessary.
3. The Contractor shall be on call for emergency maintenance (down or storm-damaged trees, irrigation system breaks, etc.).
4. All equipment necessary to provide the specified services will be provided and maintained by the Contractor.
5. The Contractor shall provide a list of all chemicals proposed for use in performing landscaping services, including the name of the product, proposed strength, and proposed application schedule. The list shall include all fertilizers, herbicides, pesticides, and any other chemicals used and shall be accompanied by Material Safety Data Sheets (MSDS).
6. A task schedule checklist must be submitted each month.

B. Maintain Bushes/Shrubs and Weed Care

1. All weeds shall be chemically killed and removed or removed by hand from all shrub beds and flower beds. Hand-pulling of weeds shall be performed during regular visits to control weeds. Weed control applications shall be implemented in a timely manner.

C. Distribution of Pine Straw

1. The Contractor must provide standard square bales or equivalent.
2. The Contractor will distribute pine straw bi-annually.
3. The Contractor will be required to fluff and shape pine straw after installation.

D. Seasonal Flowers

1. The Contractor will be required to plant nine (9) flower beds with seasonal flowers bi-annually.
2. After the removal of the existing seasonal flowers, the Contractor will be required to prepare the existing plant beds by loosening the soil, fertilizing, and building the bed back up to its original size.

E. Irrigation

1. Winterizing of all irrigation systems must be completed after November of each year. This shall be done sooner than November considering the weather changes. It may vary due to weather patterns.

B. TERM OF CONTRACT

The terms of the Contract shall begin at the time of contract award. The Contract shall have an initial term of one (1) year, beginning on the date of contract award (the “Effective Date”).

C. FINANCIAL TERMS

1. The Vendor should only accept and process sales orders that are accompanied by a Purchase Order. The College is not financially liable for orders that are not pre-approved through the Purchase Order process.
2. Payment to the Vendor will be made after the completion of each order/service and after submission of an invoice by the Vendor. The Vendor shall provide any administrative documentation required such as disclosure statements, tax identification forms, etc. necessary for the successful processing of payment.
3. The standard arrangement for invoicing shall be single invoices, meaning the Vendor shall provide the College with an invoice for each separate order. Invoices must include specific line-item information, which includes separate line items for each charge, to allow the College to verify that invoiced pricing matches the pricing established through this bid.

D. BID EVALUATION

Proposals will be ranked in order from least cost/most beneficial to the College to the highest cost/least beneficial to the College in each attribute. Review for item (2) will be subjective and based on the information provided by the bidder. The College will evaluate each Proposal submitted based on the following criteria:

1. Ability to deliver professional quality services and references to verify.
2. Ability to provide performance measurements to demonstrate a high level of value.
3. Cost competitiveness of the Bid.

Price	70%
Experience and References	<u>30%</u>
Total: 100%	

E. PRICING/QUOTES

Bidders should submit a fixed total price for each item that fully considers all specifications in Section C. The pricing each bidder lists below should not include sales tax and should include all applicable costs such as any labor, equipment, materials, specified additions, transport/delivery charges, fuel costs, training materials, etc. Bidders should consider any possible fluctuation of these applicable costs in their pricing. Please state quotes on a 1-year (12-month) basis.

Wallace Community College – Dothan Landscaping Services: \$ _____

F. TERMINATION

The College reserves the right to terminate the Contract for non-performance should the Vendor not meet the criteria of the Contract. If the Vendor does not meet the Contract requirements, the College will issue a cure notice specifying the deficiencies and allowing a time for correction (normally 10 days). If the deficiencies are not corrected in the time frame specified, the College may terminate the Contract. Either

party reserves the right to terminate this contract with a 90-day written notice. If either party chooses to terminate this contract, the agreed-upon services should continue at the terms specified herein throughout the termination period.

G. RIGHT TO AWARD

The College reserves the right to award this contract, or any portion of this contract, to a successful bidder, to negotiate with any or all bidders, to reject, accept, and/or reconcile technical errors and to make any other decision which is considered in the best interest of the College in accordance with the provisions of The Code of Alabama 1975, Section 41-4-132. This contract will not be awarded solely on the basis of the lowest price offered, but on the best overall value, quality, and timeliness for the College.

H. GROUNDS INSPECTION OPPORTUNITY

Bidders are required to inspect the project sites prior to submitting the bid to better determine all the requirements associated with the bid contents. The College will provide a guide to conduct a tour of the grounds for all bidders following the pre-bid conference. Please keep the number of individuals joining the tour to a maximum of two (2) per bidding firm.

I. BID QUESTIONS

Upon review of the bid documents, Vendors may have questions to clarify or interpret the bid in order to submit the best bid possible. Vendors should submit any such questions by the above due date.

Written questions should be emailed to ltidwell@wallace.edu by the date/time specified above. Vendors should enter “Bid #1636: Questions” as the subject for the email. Questions should include reference to the applicable bid section.

Questions received prior to the submission date, the College’s response(s), and any additional terms deemed necessary by the College will be posted in the form of an addendum to the College’s Bid Solicitation webpage <https://www.wallace.edu/about/bid-solicitation/> and shall become an Addendum to this bid. No information, instruction or advice provided orally or informally by any College personnel, whether made in response to a question or otherwise in connection with the bid, should be considered authoritative or binding. Vendors should rely only on written material contained in an Addendum to this bid.

J. BID SUBMITTAL

Vendors shall bear the risk for late submission due to unintended or unanticipated delay, or technical issue. It is the Vendor’s sole responsibility to ensure its proposal has been received by the College by the specified date and time of opening. Any bid received or attempted to be submitted after the deadline will be rejected.

All bids should be submitted in a sealed envelope with the bid number, bid name, and opening date clearly marked on the outside of the envelope. Bids can be submitted by mail or in person at Wallace Community College – Dothan, Business Office, 1141 Wallace Drive, Dothan, AL 36303.

Critical updates may be included in Addenda to this bid. It is important that all participating Vendors periodically check the College’s Bid Solicitation webpage <https://www.wallace.edu/about/bid-solicitation/> for any Addenda that may be issued prior to the proposal due date. All Vendors shall be

deemed to have read and understood all information in this bid and all Addenda thereto. Bid submissions shall be in accordance with the terms and conditions herein and any addenda issued hereafter.

K. BID SCHEDULE

The table below is the intended schedule related to this bid, which the College will make every effort to adhere to.

Event	Responsibility	Day, Date, and Time
Issue Bid/RFP	The College	Wednesday, January 8, 2025
Submit Written Questions	Vendor	Wednesday, January 15, 2025 by 12:00 CST
Response to Written Questions	The College	Monday, January 20, 2025
Mandatory Pre-Bid Meeting	Vendor	Wednesday, January 22, 2025 at 2:00 CST
Submit Bid/Proposal	Vendor	Tuesday, January 28, 2025 by 2:00 CST
Contract Award	The College	TBD

L. BID SUBMITTAL CONTENTS

Below are the requirements necessary for a complete bid packet. These requirements include any authorized signatures where requested. Vendor submissions should include the following items and should be arranged in the following order.

1. Bid Agreement: The Bid Agreement must include all pages of this bid document.
2. Vendor Contact Form: Include company name, physical address, mailing address, company phone number, the authorized representative’s name, title, direct phone number, and email address.
3. Disclosure Statement: Completed, signed, and notarized.
4. Beason-Hammon: Completed, signed, and witnessed.
5. W9 Tax Form: Completed and signed.
6. E-Verify MOU: Include a copy of your E-Verify Memorandum of Understanding (MOU).

M. ACKNOWLEDGMENT/CERTIFICATION

By executing this bid, the undersigned certifies to all of the following and acknowledges the contract may be declared void if it is discovered these certifications are false:

1. In compliance with Alabama Code 41-16-5, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person of an entity based in, or doing business with, a jurisdiction with which this State can enjoy open trade.
2. As required by Alabama Code 41-4-142, the undersigned certifies to the best of the vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.
3. As required by Alabama Code 41-4-142, the undersigned certifies that it, its contractors, or affiliates are appropriately registered to collect and remit sales and use tax, or simplified sellers use tax and lease tax.
4. As required by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535), the undersigned vendor certifies that it, and each of its sub-contractors for any contract awarded as a result of this bid/proposal, complies with the requirements of Act 2011-535, including the requirement for each employer in Alabama to verify the work authorization of its employees through the federal E-Verify system.
5. I affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid, at a fixed price, or to refrain from bidding or otherwise.

Firm: _____

Signature: _____

Date: _____

Print Name: _____

Terms: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Sworn to and subscribed before me this
_____ day of _____ 20 _____

Notary Public

My Commission Expires: _____ / _____ / _____



VENDOR CONTACT FORM

COMPANY INFORMATION

Company Name: _____

Physical Address: _____

Mailing Address: _____

Company Phone Number: _____

AUTHORIZED REPRESENTATIVE'S INFORMATION

Authorized Representative's Name: _____

Title: _____

Direct Phone Number: _____

State of _____
County of _____

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

RE Contract/Grant/Incentive (describe by number or subject): _____ **by and between** _____ **(Contractor/Grantee) and** _____ **(State Agency or Department or other Public Entity)**

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, is authorized to provide the representations that are set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Applying the following definitions from the Section 3 of the Act, the Contractor/Grantee business structure is as indicated by my initials.

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 filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited 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, and any business entity that is operating unlawfully without a business license.

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 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.

- _____ a. The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
- _____ b. The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien, as that term is defined in Section 3 of the Act, within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

{Alien is 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.}

{Unauthorized Alien is an alien who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).}

4. Contractor/Grantee is enrolled in E-Verify unless {initial the following selections which apply}:
 - _____ (a) it is not eligible to enroll because of the rules of that program or other factors beyond its control.
 - _____ (b) it is excused from the requirement of enrollment in E-Verify because it does not have an employee in the State of Alabama.

Certified this _____ day of _____ 20_____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____ 20_____.

WITNESS _____

Print Name of Witness

Certification Pursuant to Act No. 2006-557

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the Vendor, Contractor, and all its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and Local Sales, Use, and/or Lease tax on all taxable sales and leases into Alabama. **By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557.** They are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledge that the awarding authority may declare the contract void if the certification is false.

Company Name _____

Signature _____ Date _____