**INVITATION TO BID**

The City of Anniston will on **Wednesday, March 12th, 2025, at 10:00 a.m., Central Time**, receive competitive sealed bids for ANNUAL TERMITE AND PEST CONTROL OF CITY FACILITIES. Sealed bids with “CITY OF ANNISTON: ANNUAL TEMITE AND PEST CONTROL BID; PROJECT NO: 2025-001”, and the date and time bids are to be opened, written or typed on the outside of the envelope or package in which the bid is contained, must be submitted to the City of Anniston, 1129 Noble Street Anniston, Alabama 36202, no later than 10:00 a.m., Central Time, March 12th, 2025. At the foregoing time on the foregoing date all responses to this invitation to bid will be publicly opened and read aloud in the Public Works Conference Room of Anniston City Hall located at 1129 Noble Street, Anniston, AL 36202.

**CONTRACT PERIOD:** Establish a 12 month contract with an option to extend for a second and third 12 month period with the same pricing, terms and conditions. The second and third 12-month, if agreed by both parties, would begin the day after the first or second 12 month period expires. Any successive extension must have written approval of both the City and vendor no later than 30 days prior to expiration of the previous 12-month period.

**LENGTH:** The contract will be in effect for a period of twelve (12) months from April 1st of current year until March 31st of the following year.

**QUANTITY:** The awarded bidder is to treat all City Facilities, once a quarter (four times annually), for all termite and pest control.

**BID PRICE:** Bid price shall include all cost associated with treating all City owned facilities for termites and pest every quarter (four times annually).

**REQUIREMENTS:** Bidder must have all required federal, state, local and all other certifications and licenses that are required to administer termite and pest control.

Any bids submitted not meeting all of these minimum specifications will be rejected. Bidders must state any and all exceptions to the specifications. Failure to state exceptions will subject bid to rejection. If items in this Invitation to Bid have been identified, described or referenced by a brand name or trade name and description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that may be offered. All products may be considered for award if such products are clearly identified in the bids and are determined by City of Anniston to be an equal or equivalent to what is specified herein.

If a bidder proposes to furnish another product, such product shall be clearly identified in the bidder’s bid. The evaluation of bids and the determination as to equality of products offered shall be the responsibility of the City, and by the City, and will be based on information furnished by the bidder and other information, if any, obtained by the City concerning the product. Accordingly, if a bidder proposes to furnish another product, to insure that sufficient information is available, the bidder is required to submit and shall submit descriptive product literature which provides a complete and detailed description of the product offered with the bidder’s bid.

In the event that the company receiving the bid cannot furnish the City's needs at the time requested, the City of Anniston reserves the right to purchase from the next lowest bidder.

Expenses for the development and delivery of bids are entirely the responsibility of the vendor and shall not be chargeable to the City of Anniston (herein sometimes referred to as the “City”)

All bids, and proposal materials submitted shall become the property of the City.

Each bidder is expected to examine all documents, forms, specifications, standard provisions and all instructions. Failure to do so will be at the bidder’s risk.

Any bid not received in writing at the City of Anniston, located at 1129 Noble Street, Anniston, AL 36202, by the date and time specified will be declared a late bid and rejected. The City will not be responsible for any delays in delivery. It is solely the responsibility of the each bidder that his/her/its bid reaches the bid opening on time. Any bid received after the date and time specified for receipt of bids will be returned unopened.

Bids or alterations of bids by wire, e-mail, facsimile transmission or telephone will not be accepted.

Bid openings are open to the public.

The City reserves the right to reject any and all bids and to waive any defect or informality in any bid or the bidding process.

Except as otherwise provided or allowed by law, if the City accepts a bid in response to this Invitation to Bid, it will accept the bid of and award the contract to the lowest, responsive, responsible bidder. Factors, which will be considered in determining the lowest responsive, responsible bidder, are meeting and conformity to specifications, price, quality, bidder’s ability to provide materials and labor and equipment necessary for installation of materials, and the past performance of bidder on contracts with other entities, and such other factors as are provided or allowed by law.

**Alabama Immigration Law Compliance Contract:**  The selected bidder agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama.  Without limiting the foregoing, the selected bidder shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the selected bidder’s hiring practices to execute an affidavit to this effect on the form supplied by the City and return the same to the City.  The selected bidder shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the City may require to confirm the selected bidders’s enrollment in the E-Verify Program.  The selected bidder agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph.  If the selected bidder receives *actual knowledge* of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act.  The selected bidder shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion.  If the selected bidder violates any term of this provision, this agreement will be subject to immediate termination by the City.  To the fullest extent permitted by law, the selected bidder shall defend, indemnify and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys’ fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to the selected

bidder’s failure to fulfill its obligations contained in this paragraph.

If the selected vendor is not a current authorized vendor for the City of Anniston the selected vendor will be required to submit a properly completed and executed Internal Revenue Service Form W-9 and a City of Anniston Business License simultaneously with entering into a contract to provide materials as herein provided.

**The awarding of this Bid will be in the form of a Notice of Award.**

All inquiries concerning these specifications should be directed in writing to:

Branton Cole

1129 Noble Street

P.O. Box 2168

Anniston, AL 36202

Phone: (256) 231-7750

Email: bcole@annistonal.gov