

Do Not Return Via Email or Fax

This is Not an Order

Mailing Address:
 P. O. Box 1948
 Mobile, Alabama 36633
 (251) 208-7434

**Purchasing Department
 and Package Delivery:**
 Government Plaza
 4th Floor, Room S-408
 205 Government St
 Mobile, Alabama 36644

**READ TERMS AND CONDITIONS
 ON REVERSE SIDE OF THIS PAGE
 BEFORE BIDDING**

Typed by: _____ en Buyer: _____ 002

Please quote the lowest price at which you will furnish the articles listed below

DATE 10/11/2021	BID NO. 5622	DEPARTMENT Public Works	Commodities to be delivered F.O.B. Mobile to: TO BE SPECIFIED
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This bid must be received and stamped by the Purchasing office not later than: 11:00 A.M., Thursday, October 28, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">Nuisance Beaver Control Service</p> <p>Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.</p> <p>This bid is for a Nuisance Beaver Control Service within the corporate limits of the City of Mobile.</p> <p>Service will be to control and/or remove nuisance beavers from the City of Mobile stormwater drainage system.</p> <p>Vendor will be providing monthly or as needed nuisance beaver control.</p> <p>There are initially 23 loations to be monitored. Locations may be added, deleted, or changed during the course of the contract.</p> <p>Initial contract will be for a one (1) year period, with an option for two (2) additional one (1) year periods.</p> <p>Before the bid is awarded, the successful vendor will need to provide the City with a copy of their business license and their certificate of insurance as defined elsewhere.</p> <p>Aerial photos of areas of concern may be viewed at:</p> <p align="center">https://maps.cityofmobile.org/bids/5622/Maps_Bid_5622.pdf</p> <p>Successful vendor will need to sign a contract prior to award. A sample of the contract is attached. You <u>do not</u> have to sign and return the attached sample.</p> <p align="right">Page 1 of 2</p>					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
 IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below
 Each Bid Shall be Accompanied By A **Cashier's Check, Certified Check, Bank Draft Or Bid Bond** For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order

BID CONTINUATION SHEET

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">Page 2 of 2</p> <p>Vendor must provide with this bid of a copy of the state of Alabama Wildlife and Freshwater Fisheries permit as a nuisance wildlife control operator in the State of Alabama and Mobile County.</p> <p>Bidder shall list their experience as a nuisance wildlife control operator in the bid.</p> <p>Vendor shall provide references with whom they have provided nuisance control services.</p> <p>All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/</p> <p>If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.</p> <p>Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.</p> <p>Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).</p> <p>Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.</p> <p>State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.</p> <p>Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.</p> <p>TO BE AWARDED ALL OR NONE.</p>					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____
By _____

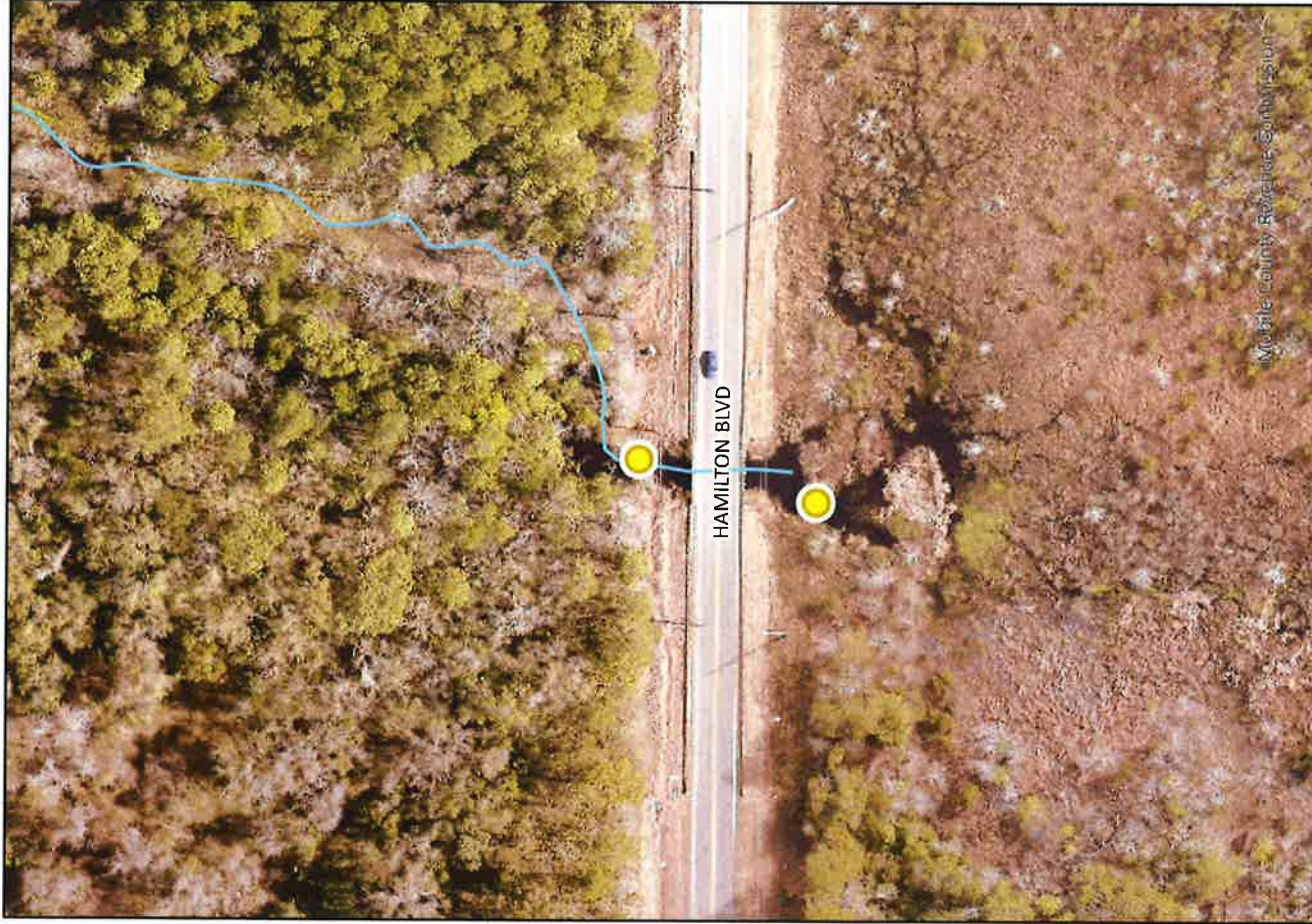
We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

Specifications for Beaver Trapping, Removal and Disposal

- A. City of Mobile requires the services of a qualified, permitted nuisance wildlife control operator to control beaver populations impacting the City's stormwater system.
- B. **QUALIFICATIONS.** Minimum requirements for the selected vendor include:
1. Permitted by the Alabama Division of Wildlife & Freshwater Fisheries as a Nuisance Wildlife Control Operator either statewide or in Mobile County.
 2. Seven years of experience in wildlife control.
 3. Specific experience in nuisance beaver control.
 4. City of Mobile business license (to be provided at contract award).
 5. Liability, auto, and statutory workers compensation insurance, naming the City as an additional insured (to be provided at contract award)
- C. **GENERAL REQUIREMENT.** Vendor shall be responsible for the protection of the below listed stormwater drainage locations from beaver impacts that inhibit the effective flow of stormwater. Vendor shall do this through:
1. The placement of a minimum number of specified traps in specific locations.
 2. Regularly scheduled site inspections of specified locations
 3. Detection and assessment of beaver activity
 4. Development of beaver control plans
 5. Consultation with the City regarding beaver activity and recommended control measures,
 6. The diversion or removal of nuisance beavers.
 7. Regular reporting to the City on inspection and control activities.
- D. **EQUIPMENT.** Vendor is required to provide all traps, control, and documentation equipment. Vendor will determine the appropriate type of trap for each location, with City concurrence.
- E. **PERFORMANCE STANDARDS.** Vendor must follow state, federal, and industry guidelines for the safe, effective, and humane capture and removal of wildlife, and the use and carriage of any tools, traps, weapons, or chemicals. Vendor shall primarily operate on City property and right of way and easements, but may be required to enter private property to perform the work. Vendor is required to be aware of any need to enter private property and to obtain written permission to do so.
- F. **WEEKLY VISITS OF TRAP LOCATIONS.** Vendor shall plan to provide and maintain/install the following number of traps and inspect, and use other control equipment when necessary for the following locations described below and mapped in Exhibit A - **ONCE A WEEK** per week. **Trap laydown may be amended post-contract award upon City concurrence:**
1. Hamilton Blvd (3 traps)
 2. Rabbit Creek @ Rangeline Rd (2 traps)
 3. Hannon Rd#1 (3 traps)
 4. Hannon Rd#2 (2 traps)
 5. Robinson Bayou (2 traps)

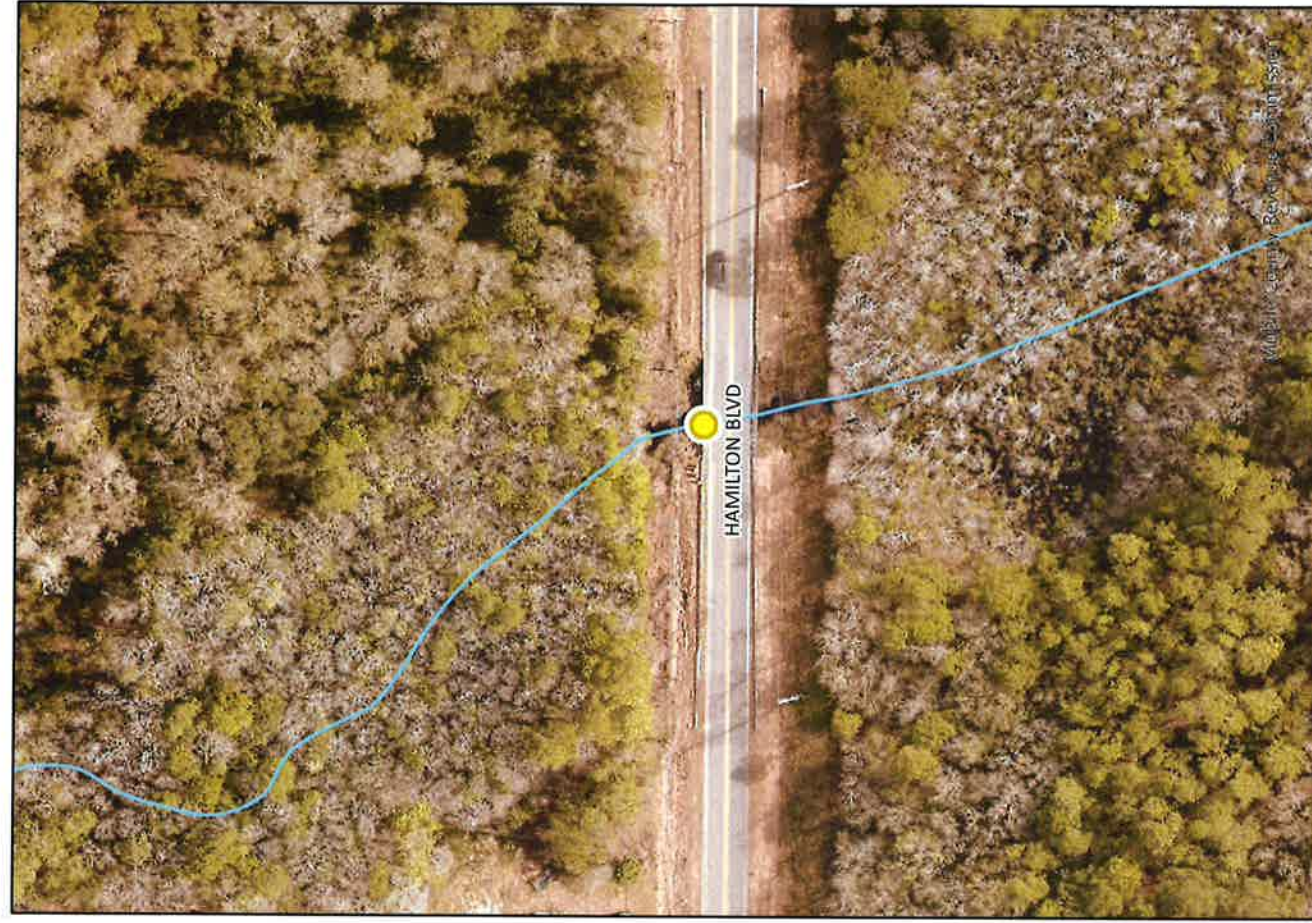
6. Spring Valley Dr (2 traps)
7. Moore Creek (2 traps)
8. Shipyard Rd (3 traps)
9. Upper end of Langan Park (4 traps)
10. Three Mile Creek @ Tennis Ct (6 traps)
11. Magnolia Grove Pkwy (2 traps)
12. Autumndale Dr (2 traps)
13. Halls Mill Rd @ Catfish House
14. Charles Wood Japanese Garden (Forest Hill/Zeigler)
15. Bowers Lane and Muddy Creek (Old Military Rd)
16. Tricentennial Park
17. Demetropolis Rd
18. Montlimar Creek (Dog River)
19. Montlimar Creek (near Springhill College)
20. Montlimar Creek (Dog River/Hwy 90)
22. Southern Langan Park (near Tennis Court/Mobile Museum of Arts)
23. Cody Rd @ Pine Run Rd

- G. **INVOICE AND REPORTING.** Vendor will bid and invoice a monthly rate for the services provided above. Invoicing will be in arrears for the just-completed monthly service. With the invoice, Vendor also will submit a monthly report containing the following information.
1. Site name
 2. Date(s) visited
 3. Trap or other equipment at the site
 4. Observations, including at least one geo-tagged photograph documenting site conditions per month.
 5. Trapping, removal, or diversion activity conducted, including photos and description of any wildlife removed.
 6. Any incidents, accidents, injuries, or public engagement at the site.
 7. Recommendations regarding the site.
- H. During the term of the Contract, City may elect to marginally adjust the scope of work, in consultation with vendor, to include trap or inspection locations, visit frequency, or reporting, to improve the overall objective of stormwater system functionality and minimize negative wildlife impacts on stormwater system performance.



Aerial Photography from 2019

● Beaver Trap
— Streams



Beaver Traps at Hamilton Blvd
Mobile, AL

0 25 50 100 150
 Feet

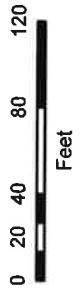


Mobile County Revenue Commission

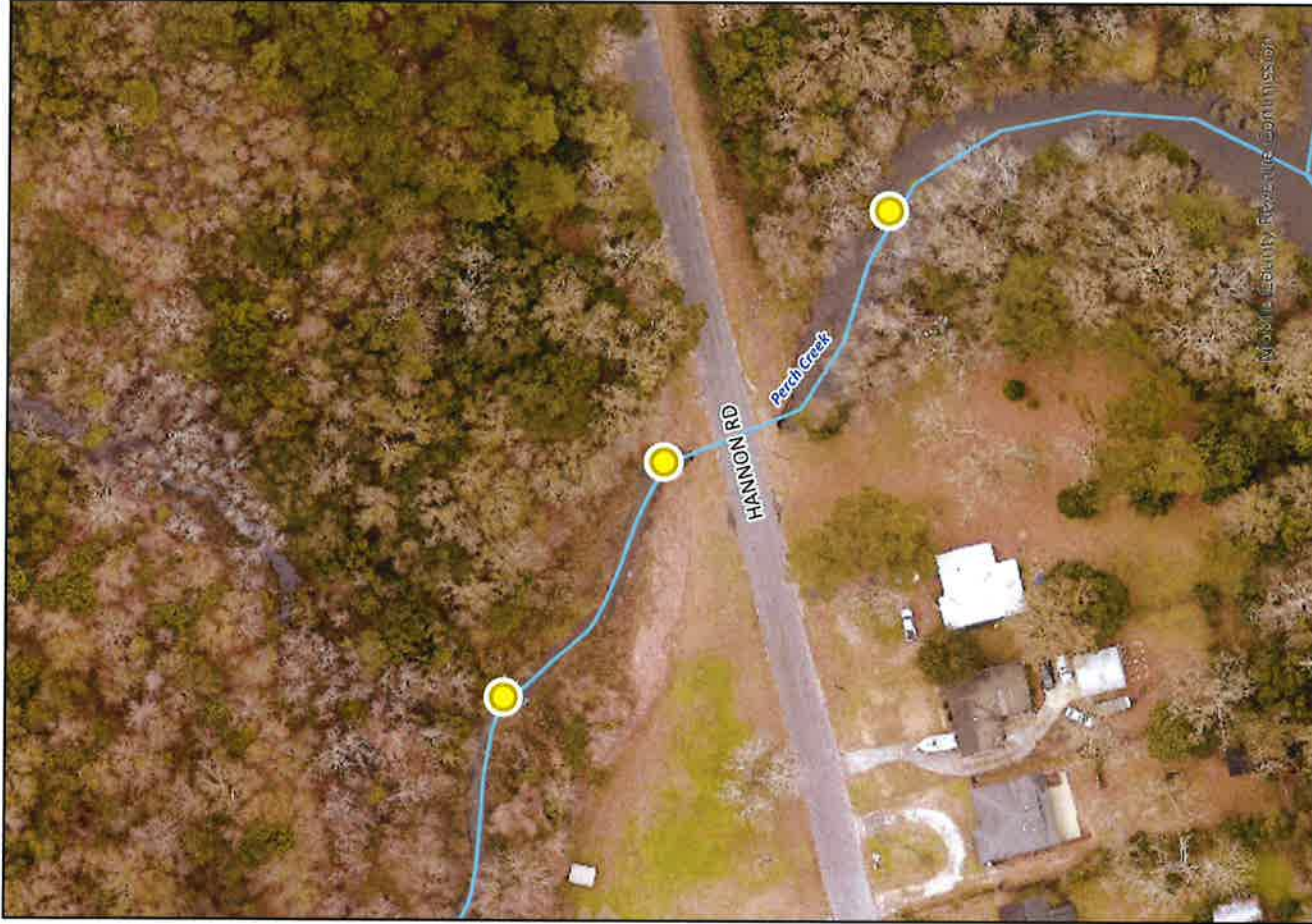
Aerial Photography from 2019

Beaver Traps at Rabbit Creek Drive Mobile, AL

Beaver Trap



Hannon Rd #1



Aerial Photography from 2019

 Beaver Trap
 Streams

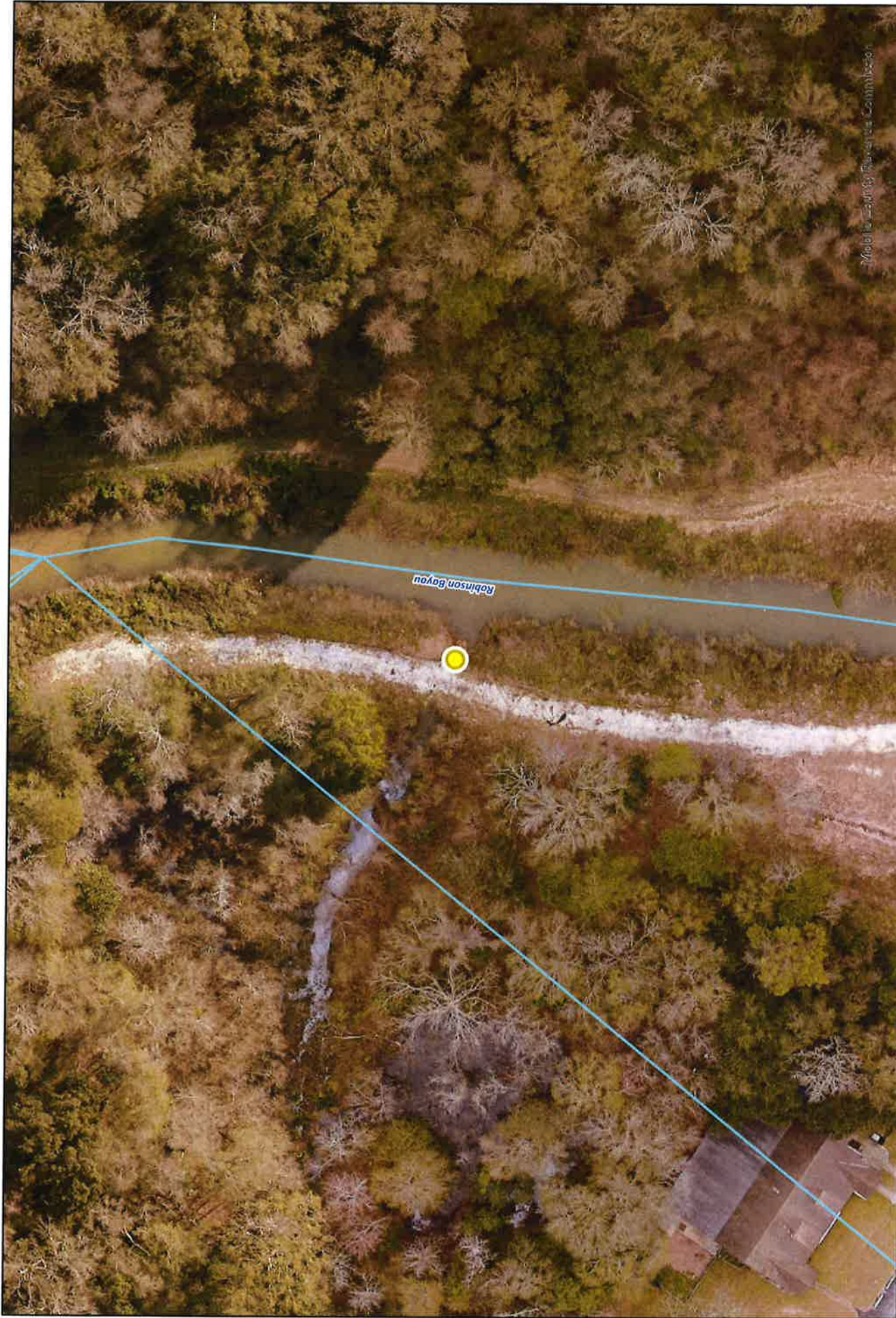


Hannon Rd #2



Beaver Traps at Hannon Road
 Mobile, AL

0 25 50 100 150
 Feet



Aerial Photography from 2019



Beaver Trap

Streams

Beaver Traps at Robinson Bayou Mobile, AL



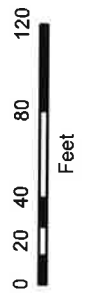
Mobile County Natural Commission

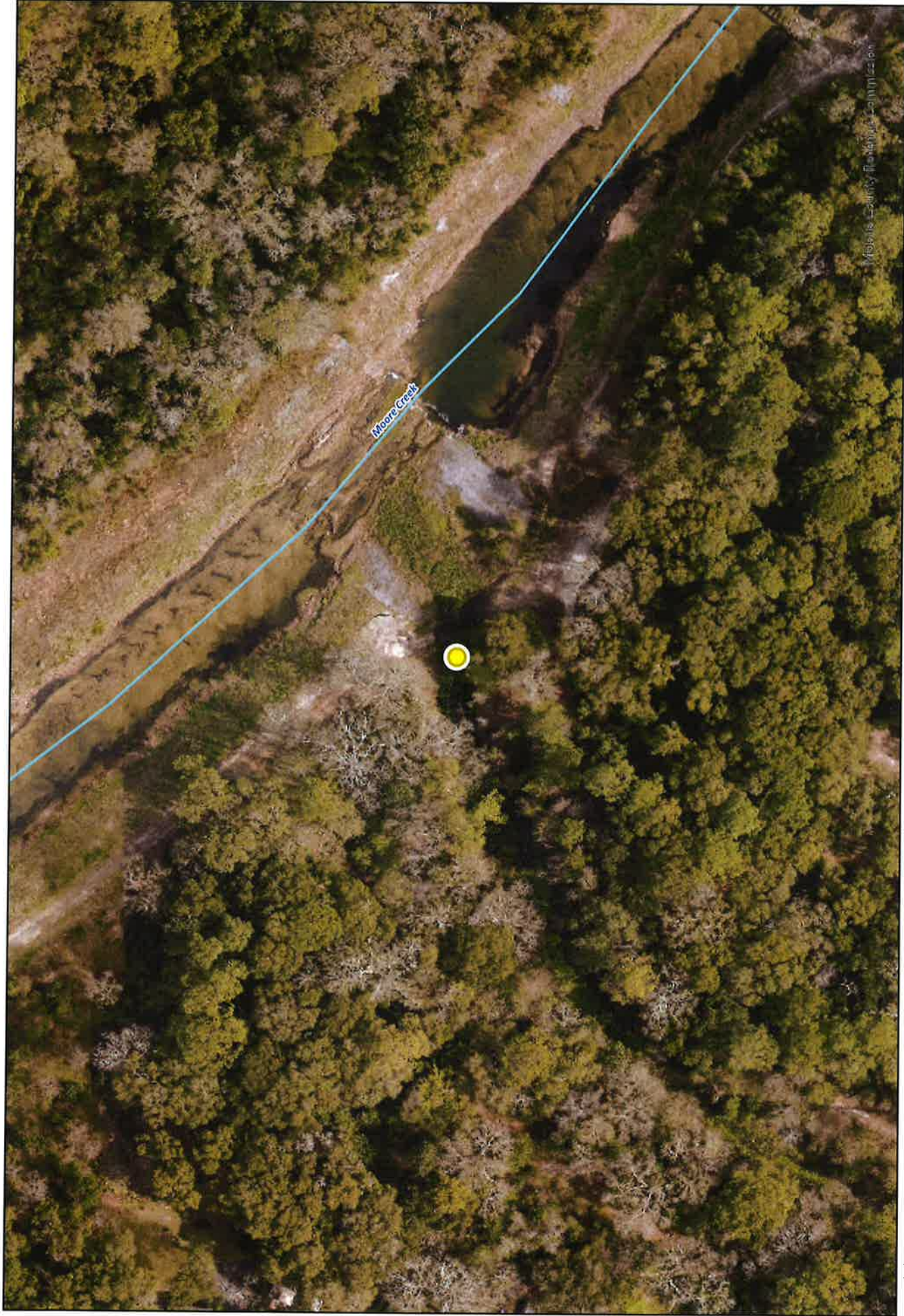


Aerial Photography from 2019

Beaver Traps at Spring Valley Drive Mobile, AL

- Beaver Trap
- Streams





Mobile County Planning Commission

Moore Creek

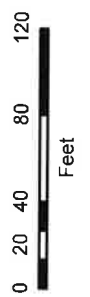


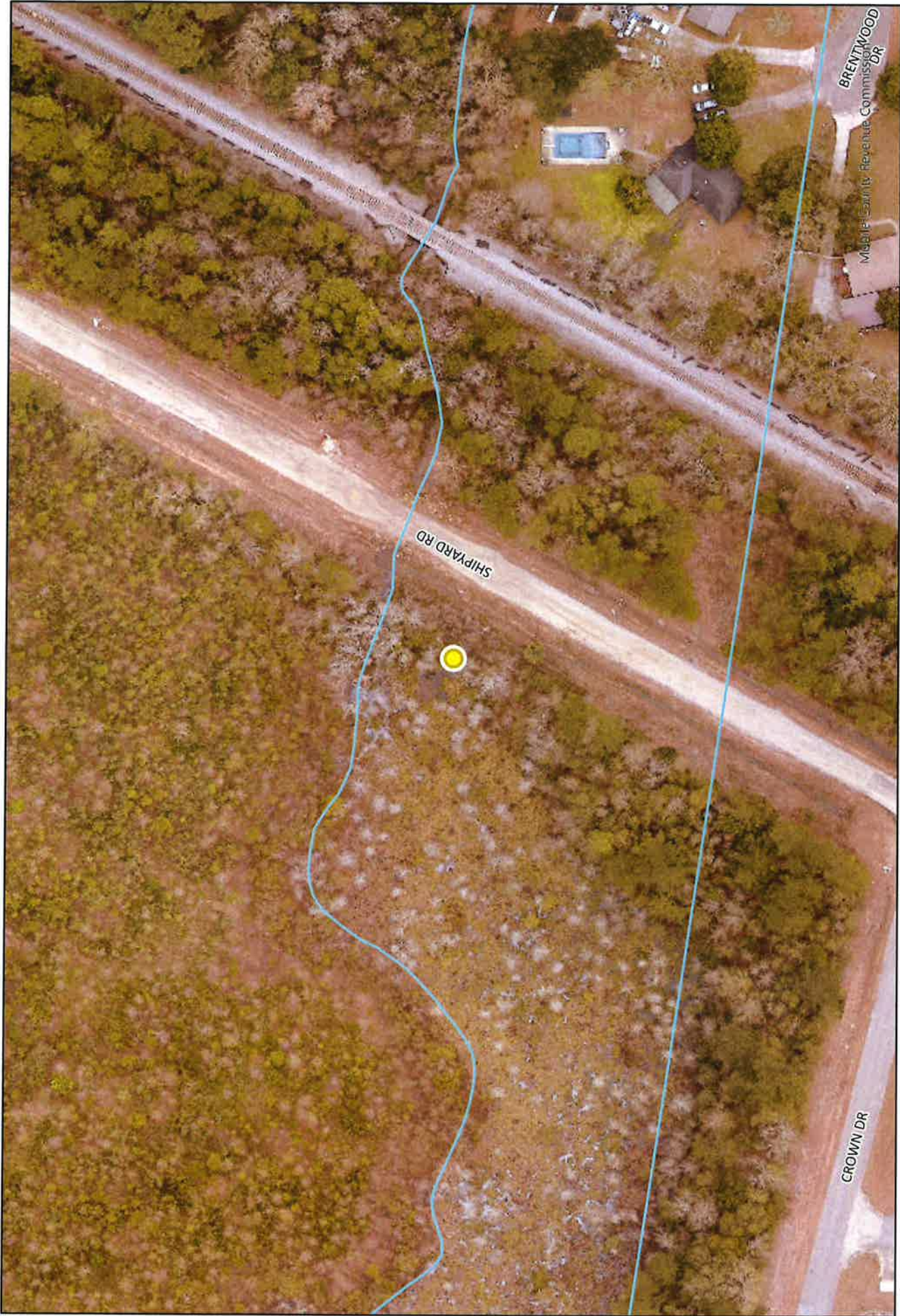
Aerial Photography from 2019

-  Beaver Trap
-  Streams



Beaver Traps at Moore Creek Mobile, AL



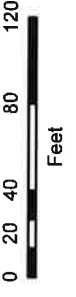


Aerial Photography from 2019



- Beaver Trap
- Streams

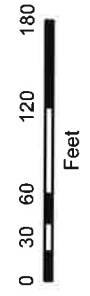
Beaver Traps at Shipyard Road Mobile, AL





Aerial Photography from 2019

- Streams
- Beaver Trap Area



Beaver Traps at Langan Park Mobile, AL



Aerial Photography from 2019



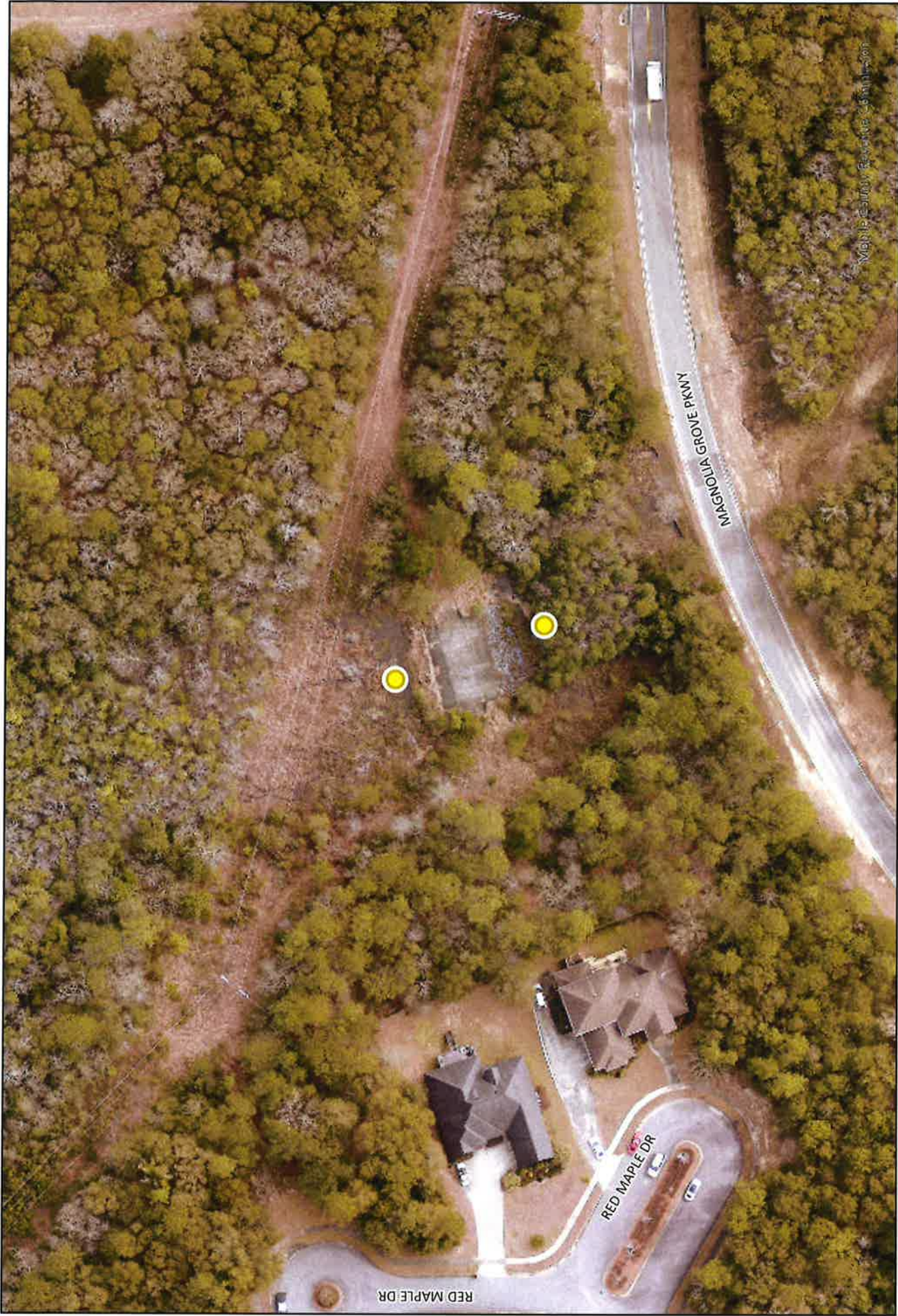
Streams

Beaver Trap Area

Beaver Traps at the Langan Tennis Area Mobile, AL

0 15 30 60 90

Feet



Magnolia Study Reveals Castorion

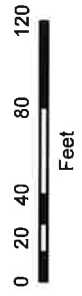
Aerial Photography from 2019



Beaver Trap



Beaver Traps at Magnolia Grove Parkway Mobile, AL





Mobile - 100% Beaver Dam Commission

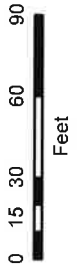
Aerial Photography from 2019

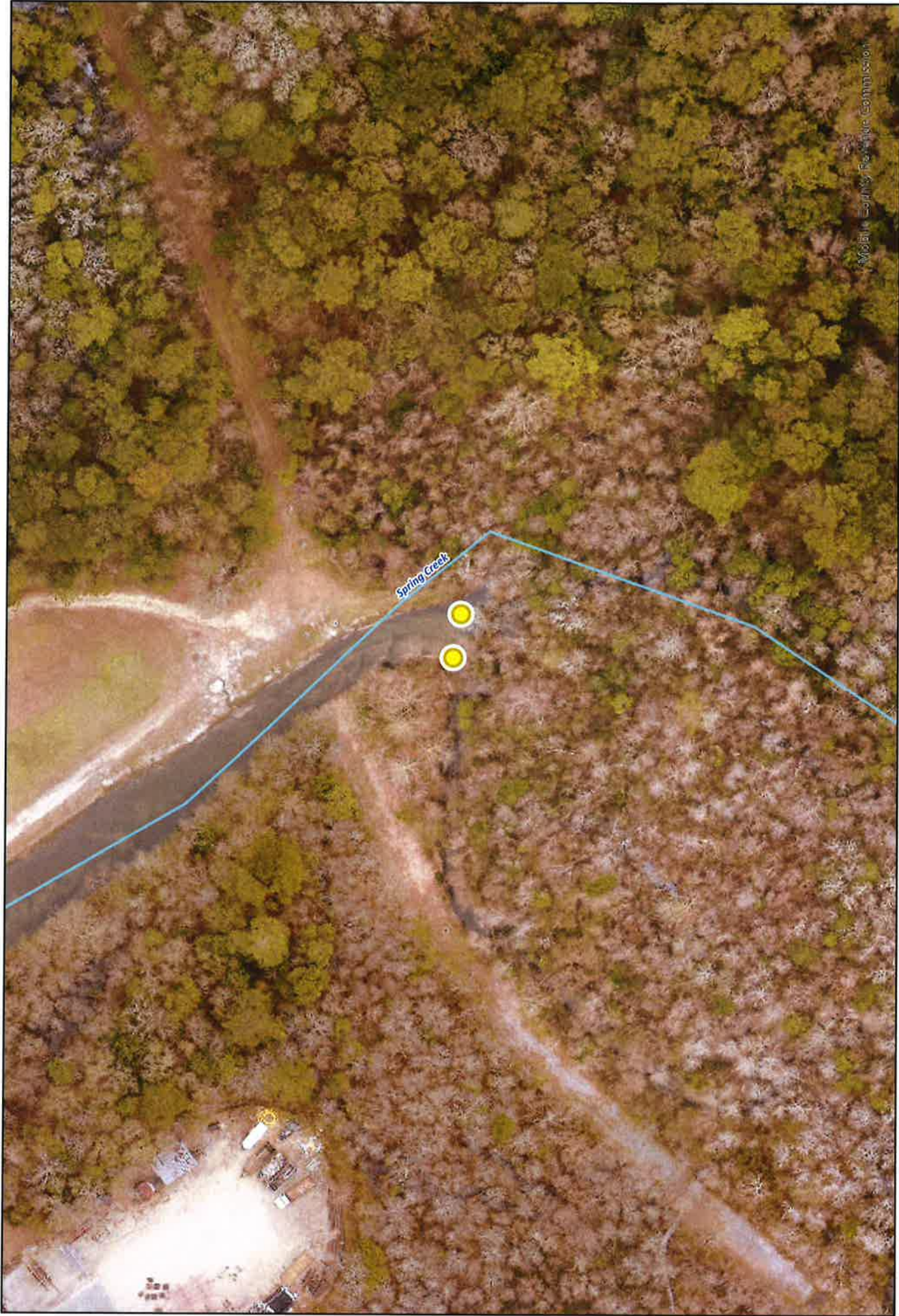


Beaver Trap

Streams

Beaver Traps at Autumndale Drive Mobile, AL





Mobile County Resource Commission

Aerial Photography from 2019

Beaver Trap
Streams

Beaver Traps at Halls Mill Creek
Mobile, AL

0 20 40 80 120
Feet



Aerial Photography from 2019

Beaver Traps at Charles Wood Japanese Garden Mobile, AL

- Streams
- Beaver Trap Area



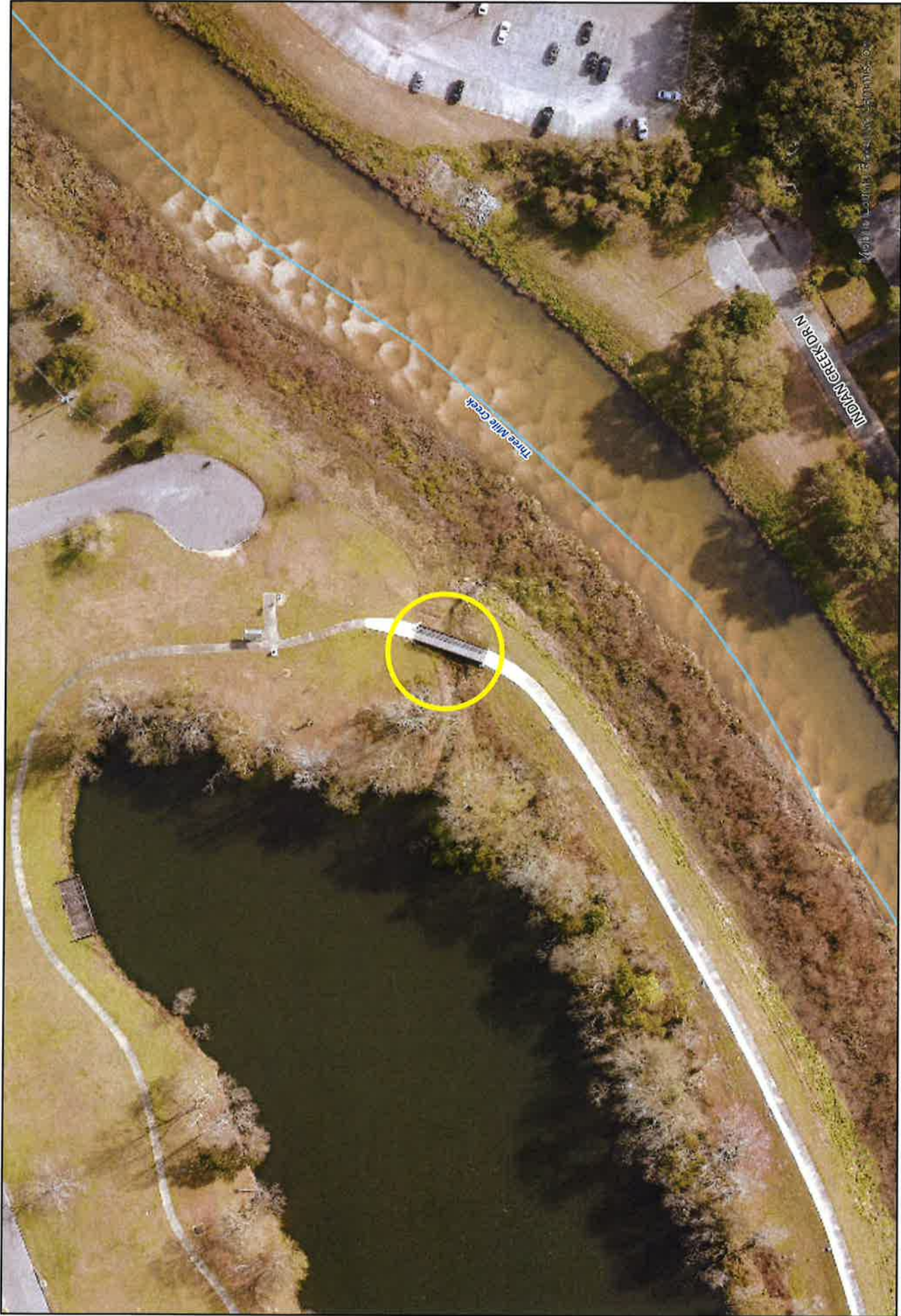


Aerial Photography from 2019

Streams
Beaver Trap Area

Beaver Traps at Bowers Lane and Muddy Creek
Mobile, AL

0 20 40 80 120
Feet



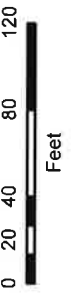
Aerial Photography from 2019



Streams

Beaver Trap Area

Beaver Traps at Tricentennial Park Mobile, AL





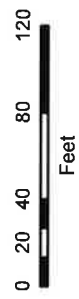
© 2019 Esri. All rights reserved. ArcGIS Online

Aerial Photography from 2019



Streams

Beaver Trap Area



Beaver Traps at Demetropolis Road Mobile, AL

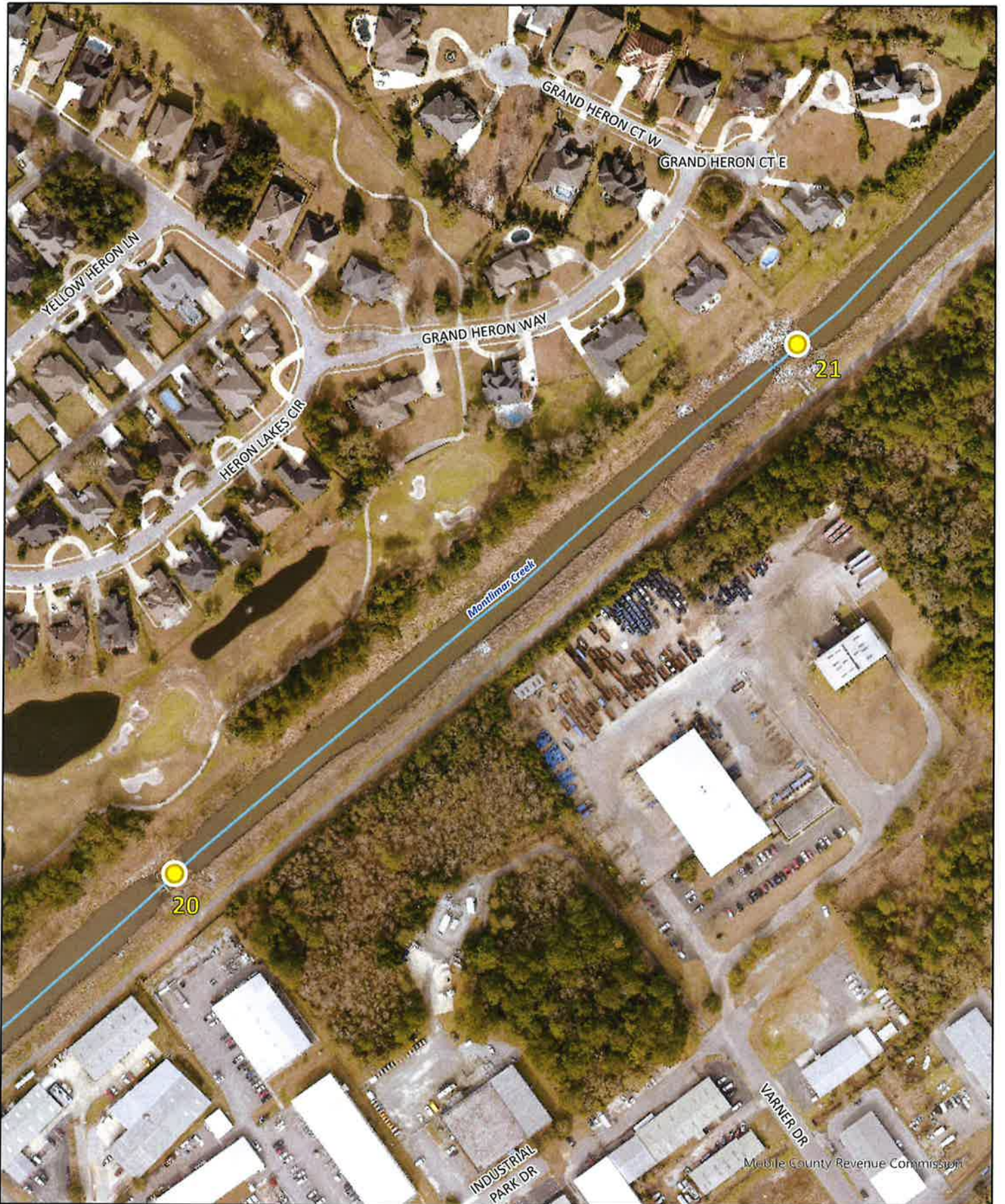


Aerial Photography from 2019

- Beaver Trap
- Streams

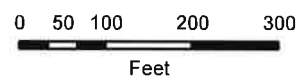
Beaver Traps along Montlimar Creek Mobile, AL







Aerial Photography from 2019

Beaver Traps along Montlimar Creek Mobile, AL



-  Beaver Trap
-  Streams

Mobile County Revenue Commission



Aerial Photography from 2019

-  Streams
-  BeaverPoly

Beaver Traps Southern Langan Park
Mobile, AL





Aerial Photography from 2019

Streams
BeaverPoly

Beaver Traps Cody and Pine Run Rd
Mobile, AL

0 25 50 100 150
Feet

STATE OF ALABAMA
COUNTY OF MOBILE

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract: (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and _____, (sometimes hereinafter "Contractor") as follows:

WHEREAS, Contractor is engaged in the business of animal trapping, removal and disposal;

and,

WHEREAS, City desires to engage Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE,

WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements and hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all monies received from the City, and that all monies received under the Agreement shall be used only for the following purposes:

Patrol the City limits in consultation with and at the direction of the City's representatives, to eliminate nuisance beavers, including all trapping monitoring as needed.

II. COMPENSATION

City hereby agrees to pay the Contractor the sum of _____ (\$) per month payable for the term of this Agreement to (date). Said funds will be disbursed in monthly payments, which shall be issued following receipt of written invoices delivered by the Contractor to the City's Accounting Department.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue thereafter for one (1) calendar year, period during which performance of service, terms, conditions & pricing shall not change. The City reserves the right to extend some, all, or none of the beaver/dam removal, disposal and animal trapping for a second or third year.

IV. GENERAL PROVISIONS

A. Contractor shall submit an invoice to the City's representative each month with a report of its activities, including monitoring and trapping for the month. The number of traps may be increased based on the number of beavers found on the site map locations.

B. Contractor agrees to permit at all reasonable times and places an audit of its books and records by the City's duly authorized representatives.

C. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or constructed to

be a partner, joint venture, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

D. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

E. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or derived solely at City's discretion.

F. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to

pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provide without litigation.

I. Contractor agrees to indemnify and hold the City, its elected, officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

J. The City's representative for purposes of this Agreement will be an assigned city employee. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Copy to: City Attorney

**City of Mobile Legal Department
P. O. Box 1827
Mobile, Alabama 36633-1827**

And to Contractor at:

**Name
Address
City, State, Zip**

K. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

L. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

M. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

N. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

O. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

P. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability Insurance – public liability including premises, products and complete operations.

**1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence**

2) Property damage liability - \$100,000 each occurrence

OR: In lieu of 1) and 2) above:

3) Bodily injury and property damage combined - \$500,000 per occurrence;

b. Comprehensive – Automobile Liability Insurance Insurance including owned, non-owned, and hired vehicles.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

Q. 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.

Verification of Provider's enrollment in the E-Verify program is attached to this agreement as Exhibit 2.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY: _____
Mayor

ATTEST:

City Clerk

Sample

Contractor's name

BY: _____

Its _____

Do NOT sign



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any **ADDENDUMS** that are issued. It is the responsibility of the **BIDDER** to check for, download, and include with their **BID RESPONSE** any and all **ADDENDUMS** that are issued for a specific **BID** published by the City of Mobile. Failure to download and include **ADDENDUMS** in your **BID RESPONSE** may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)