

Date Issued: January 10, 2023

Bid No.: 23-005

The City of Decatur will accept sealed bids for the following material, equipment or services for:

Description: **TREE AND STUMP REMOVAL / MAINTENANCE SERVICES**

Bids must be received before at 2:00pm on January 26, 2023

Include 1 original and 1 copy of your sealed and marked bid submission.

Bid opening will be held on 3rd floor, Purchasing Department, Decatur City Hall 402 Lee Street at 2:00pm on January 26, 2023

Return sealed bid to:

Regular Mail
City of Decatur
Purchasing Department
P.O. Box 488
Decatur, AL 35602

Courier
City of Decatur
Purchasing Department
Third Floor
402 Lee St., NE
Decatur, AL 35601

I/We agree to furnish at the prices shown and guarantee that each item offered will meet or exceed all specifications, terms and conditions, and requirements listed. I herein affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise. I have read and understand all terms and conditions of this bid.

Company Name

Authorized Signature

Mailing Address

Typed/Printed Authorized Name

City, State, Zip

Title

Email

Telephone

Contractor's License No.

Opening Date: January 26, 2023

Invitation to Bid No.: 23-005

Opening Time: 2:00pm

Prices quoted in all bids for personal property shall be total delivered price.

- A bid bond **is not** required for this bid.
- Delivery can be made _____ days or _____ weeks after receipt of order.
- Terms: _____ (Discounts will be considered in the bid evaluation and will be taken without regard to date of payment.)
- Prices valid for acceptance within _____ days (not to be less than 30 days)
- Contracts for services are let for a period of one year and may be renewed for up to two additional years, provided the terms of the contract do not materially change.

NOTE: FOR THIS BID TO BE CONSIDERED RESPONSIVE, ALL INFORMATION REQUESTED SHOULD BE SUPPLIED, AS APPROPRIATE OR THE ENTIRE BID MAY BE DISQUALIFIED. BID RESPONSE MUST BE IN INK OR TYPED WITH THE ORIGINAL SIGNATURE INCLUDED.

Bidder Signature

Company

By signing this contract, (Insert Company Name) _____ represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

STANDARD TERMS AND CONDITIONS

IN ORDER TO SUBMIT A RESPONSIVE BID, IT IS VERY IMPORTANT THAT ALL TERMS AND CONDITIONS, SPECIFICATIONS AND INSTRUCTIONS ARE READ THOROUGHLY.

Bid response envelopes shall be properly identified on the front with the invitation to bid number, opening date and time. Each individual invitation to bid shall be submitted in a separate sealed envelope. Multiple bid responses submitted in the same envelope/courier package (that are not in separate envelopes properly identified) shall be rejected. The Purchasing Department assumes no responsibility for late bid responses that occur due to the U.S. Postal Service or private courier service.

Bid responses and signature page must be submitted on this form in ink or typewritten or the bid will be rejected. Submit this **original and (1) copy** of the original with your response.

For a “no-bid” response, return the signature page signed and marked “no bid”. Non-response may result in removal from active bidders list.

The attached specifications are being provided to potential bidders as guidelines that describe the type and quality of equipment, supply, and/or service the City of Decatur is seeking to purchase. The bidder must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the bid.

Bid responses must be received in the office of the Purchasing Department not later than the date and time specified.

The Purchasing Department will not accept facsimile (fax) nor email transmissions of bids.

Changes or modifications of this Invitation to Bid are allowed only by written authority of the Purchasing Agent.

Non Appropriation of Funds: Continuation of any agreement between the City of Decatur and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the City as a result. The City will not incur liability beyond the payment of accrued agreement payment.

Descriptive Literature: Reference to brand names and numbers is not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality indicated will be considered, providing the bid clearly describes the item offered and indicates how it differs from the referenced brands. Descriptive literature on any supplemental information necessary for comparison purposes

shall be submitted with the bid or the Purchasing Agent may reject the bid for that item. Reference to literature submitted with a previous bid, or on file with the Purchasing Department will not satisfy this requirement.

The City of Decatur reserves the right to modify all or any portion of this Invitation to Bid when the best interest of the City is involved. The City reserves the right to award this bid to a single vendor or multiple vendors when in the best interest of the City.

The City of Decatur reserves the right to seek clarification of bid responses from vendors submitting responses.

The City of Decatur is exempt from all Federal, sales and use taxes.

All bidders shall maintain such insurance as will protect bidder and the City of Decatur from claims under Workman's Compensation Acts and from claims for damage and or personal injury, including death, which may arise from the operation and/or fulfillment of the resulting contract of this Invitation to Bid. Insurance shall be written by companies authorized to do business in Decatur, Alabama. Evidence of insurance shall be furnished to the City of Decatur Purchasing Department with submitted bids when requested.

Any individual, company, or corporation doing business with the City of Decatur must possess and show proof thereof all proper licenses and/or proper certifications required by Federal, state and local statutes and regulations prior to award when requested.

The City of Decatur reserves the right to terminate any contract resulting from this bid for just and reasonable cause whereby it appears to be in the best interest of the City.

The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold the City of Decatur harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.

The successful bidder shall abide by all Federal, State, and Local Statutes, laws, regulations, and ordinances. Including but not limited to a current business license and remittance of sales tax owed to the City.

An electronic version of this bid is available on the City's website at www.decalabamausa.com or by emailing purchasing@decalab-al.gov. In order to decrease the evaluation time and insure award by the award date please enter your responses in the electronic version if possible, and return it with a hard copy with your bid response package.

The hard copy of the invitation to bid on file in the City of Decatur Purchasing office shall serve as the master document. Any alterations, deletions, additions or

other changes that materially change the intent of the bid could be considered grounds for rejection of the bid response.

Exclusion of the electronic files in a bid response is not a basis for rejection.

A BID RESPONSE MAY BE REJECTED IF:

- Bids improperly submitted or identified
- Bid not signed or not original signature
- Requested information, or documentation not submitted with bid
- Failure to acknowledge receipt of addendum with bid
- Material alteration of the master document
- Invitation to bid number not on face of envelope
- Received late
- Bid response not on original form
- Bid not in ink or typed
- Proper licensing not included/provided as required by law

Notice: As a condition of contract, grant or incentive performance with the City of Decatur, compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act must be provided. Please enter the name of your company and your name and complete the affidavit below. Your signature must be notarized.

BUSINESS NAME: _____

APPLICANT'S NAME: _____

E-VERIFY AFFIDAVIT

I am the applicant listed above. In my capacity as _____ of the business entity listed above, I do hereby execute this affidavit on behalf of the business listed above and, by executing this affidavit, I verify that business' compliance with Section 31-13-9 of the Code of Alabama, 1975, stating affirmatively that it does not knowingly employ, hire for employment or continue to employ an unauthorized alien. Further, the business has registered with and is participating and will participate during the performance of any contract with the City in the federal work authorization program known as "E-verify" web address <https://e-verify.uscis.gov/enroll> , operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P. L. 99-603, in accordance with the applicable provisions of Alabama's Immigration law. The undersigned further represents that, should the business employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City, it will secure from such subcontractor(s) verification of compliance with Section 31-13-9 of the Code of Alabama, 1975, in a form substantially similar to this affidavit. The Business further agrees to maintain records of such compliance and provide a copy of each said verification on request of the City.

E-verify Employment Eligibility Verification User Identification Number

Applicant

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

Notary Public

My Commission Expires: _____

If you have questions concerning the bid submission requirements, please call the Purchasing Department 256-341-4521 or email purchasing@decatur-al.gov.

**SCOPE OF SERVICES
TREE AND STUMP REMOVAL / MAINTENANCE SERVICES**

The purpose of this action is to solicit bids to supply CITY OF DECATUR with Tree and Stump Removal / Maintenance Services.

The successful Contractor must comply with the following:

- The Contractor shall provide documentation that he can provide a certified arborist (if available) at the request of the CITY OF DECATUR and quote those rates on the enclosed Contractor's Response Schedule page.
- All work shall be done in accordance with ANSI (American National Standards Institute) standards and practices.
- Fees on the Contractor's Response Schedule must represent the total hourly rate to furnish manpower, equipment & complete clean up for the various tasks specified. The crane rental fee must represent total hourly rate for crane, mobilization, transportation and an operator. Please submit transportation costs based on geographical scale. Attach separate page if needed.
- The successful Contractor will notify the City of Decatur of their intentions for commencing the requested work within four (4) hours of receiving the call.
- The Contractor must be able to furnish manpower & equipment for tree removal, trimming of limbs, stumps and complete clean up.
- The Contractor must be able to furnish manpower & equipment for all types of trees and stumps, and complete clean up.
- The Contractor must be able to furnish manpower and equipment for stump grinding and complete clean up.
- The climbing of live trees, for pruning and trimming, with foot spikes or similar devices is not permitted. A bucket truck or similar device must be used.
- Any changes not specifically outlined on this bid sheet will not be accepted after the award of bid.
- Must maintain general liability insurance with the with the following minimums:
 - \$500,000.00 Bodily Injury, including death, each occurrence
 - \$250,000.00 Property Damage, each occurrence
 - \$500,000.00 Property Damage, in the aggregate
- Must maintain Automobile Liability Insurance at the following minimums:
 - \$250,000.00 Bodily Injury, including death, each occurrence
 - \$500,000.00 Bodily Injury, each occurrence
 - \$300,000.00 Property Damage, each occurrence
- Workers Compensation Insurance as required by State of Alabama
A copy of the CERTIFICATE (S) of INSURANCE with the CITY OF DECATUR Member named

as additional certificate holder will be furnished to the CITY OF DECATUR Member within 14 days after request for work if requested.

Note: Contractor's price quote must remain in effect for 1 year, with the option to renew for 2 additional years as agreed upon. CITY OF DECATUR consider price increases/decreases as compared to the Consumer Price Index or for any product that bidder uses has been increased by manufacturer, or labor rates have been mandated by governmental regulations with written justification.

Regular rates hours are defined as Monday through Friday 7:00am to 6:00pm.

Emergency rate hours are defined as anytime outside normal business hours.

	Regular Rate	Emergency Rate
Supervision		
Arborist		
Foreperson		
Operator		
Machine Crews		
Foreperson		
Operator		
Tree Crew		
Foreperson		
Trimmer/Climber/Operator		

	Regular Rate	Emergency Rate
Ground person/Trainee		
Lift Truck (55')		
4X4 Lift Truck (55 ')		
Lift Truck (70')		
Jarraff		
Disc Chipper		
Drum Shipper		
4X4 Pickup		
Pickup		
Split Dump		

	Regular Rate	Emergency Rate
Power Saw		
Loader Truck		
Support Truck		
Tractor w/6' Cutter		
Crane w/ Operator		

**CITY OF DECATUR, ALABAMA
Contractor Pre-qualification Form (PQF)**

This form must returned in your sealed bid submission

Safety Health and Environmental (FOR CONTRACTORS AND MAJOR SUPPLIERS)			
GENERAL INFORMATION			
1. Company Name:		Telephone:	
Street Address:	Mailing Address:		
2. Contact for Insurance Information (Name):			
Title:		Telephone:	Fax:
3. PQF Completed By (Name):			
Title:		Telephone:	Fax:
ORGANIZATION			
4. Project Description:			

SAFETY, HEALTH & ENVIRONMENTAL PERFORMANCE			
5. Injury & Illness Stats (previous 3 years)	(Year)	(Year)	(Year)
Total Recordable Incidents:	_____	_____	_____
Fatalities:	_____	_____	_____
6. Has your company received any Citations, Notice of Violations, or other penalties relative to safety, health, or environmental within the last three years?			
Yes_____ No_____			
If Yes, please provide detailed explanation.			

7. Does your organization have a “Drug Free Workplace Policy” and/or Program?

Yes No

8. Does your organization have an Accident/Incident Reporting and Investigation procedure?

Yes No

9. Do you have a Safety Orientation Program?

Yes No

10. Do you conduct field safety inspections?

Yes No

11. Do you conduct Safety Meetings?

Yes No

12. Company Safety Health and Environmental contact:

Name: _____

Title: _____

Address: _____

Phone Number: Mobile _____

Office _____

Email Address: _____

13. Company Representative:

Signature _____

Date _____

Section 34-8-1

Definitions.

(a) For the purpose of this chapter, a "general contractor" is defined to be one who, for a fixed price, commission, fee, or wage undertakes to construct or superintend or engage in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving or project or any improvement in the State of Alabama where the cost of the undertaking is fifty thousand dollars (\$50,000) or more, shall be deemed and held to have engaged in the business of general contracting in the State of Alabama.

(b) For the purpose of this chapter, a "general contractor" is defined to include one who, for a fixed price, commission, fee, or wage exceeding five thousand dollars (\$5,000), undertakes to construct, superintend the construction of, repair, or renovate, any swimming pool, and anyone who shall engage in the construction, superintending of the construction, repair, or renovation of any swimming pool in the State of Alabama, where the cost of the undertaking exceeds five thousand dollars (\$5,000), shall be deemed and held to have engaged in the business of general contracting in the State of Alabama and shall be subject to this chapter.

(c) For the purpose of this chapter a "subcontractor" is defined to be one who constructs, superintends, or engages in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving, or project or any improvement in the State of Alabama where the cost of the undertaking is fifty thousand dollars (\$50,000) or more under contract to general contractor as defined in subsection (a) or another subcontractor.

(Acts 1935, No. 297, p. 721, §1; Code 1940, T. 46, §65; Acts 1959, No. 571, p. 1429, §1; Acts 1989, No. 89-648, p. 1278, §1; Acts 1996, No. 96-640, p. 1013, §1; Acts 1997, No. 97-270, p. 486, §1; Act 2003-142, p. 441, §3; Act 2009-725, p. 2168, §1.)

Section 34-8-8

Copy of chapter to be included in plans of owners, architects, and engineers; inclusion of license number on bid.

(a) All owners, architects, engineers, construction managers, and private awarding authorities preparing plans and specifications for work to be contracted in Alabama pursuant to this chapter shall include in their invitations to bidders, including but not limited to all public and private advertisements, and their specifications a copy of the portions of this chapter as are deemed necessary to convey to the invited bidder, whether he or she is a resident or nonresident of this state and whether a license has been issued to him or her or not, the information that it will be necessary for him or her to show evidence of license before his or her bid is considered. Any person including an owner, architect, engineer, construction manager, or private awarding authority who violates this section shall be guilty of a Class B misdemeanor and shall for each offense of which he or she is convicted be punished, fined, or both, in accordance with Sections 13A-5-7 and 13A-5-12.

(b) All owners, architects, engineers, construction manager, or private awarding authority receiving bids pursuant to this chapter shall require the person, firm, or corporation to include his or her current license number on the bid. The owner, architect, engineer, construction manager, or private awarding authority shall reject all bids that do not contain the current license number of the general contractor submitting the bid. All persons who violate this subsection shall be guilty of a Class C misdemeanor and shall for each offense for which he or she is convicted be punished, fined, or both, in accordance with Sections 13A-5-7 and 13A-5-12.

(Acts 1935, No. 297, p. 721, §14; Code 1940, T. 46, §79; Acts 1959, No. 571, p. 1429, §1; Acts 1996, No. 96-640, p. 1013, §1; Act 2009-725, p. 2168, §1.)

All contractors shall bid and perform work in the name which appears on the official records of the State Licensing Board for General Contractors for the current license.

All bidders must include his or her current license number on the outside of the sealed bid envelope.