

Date Issued: February 18, 2020

Bid No.: 20-014

The City of Decatur will accept sealed bids for the following material, equipment or services for the Parks & Recreation Department.

Description: City Cemetery Mowing

**Sealed and marked bids must be received before 2:00 pm, March 3, 2020 and will be opened in the 3<sup>rd</sup> Floor Conference Room of City Hall.**

**Bid must include 1 original and 1 copy.**

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

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Telephone

# PRICE SHEET

Opening Date: March 3, 2020

Invitation to Bid No.: 20-014

Opening Time: 2:00 PM

LINE NO.	COMMODITY/SERVICE DESCRIPTION	APPROX.QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	City Cemetery Mowing as described in the attached specifications	15	Mowing		\$
TOTAL					\$

Prices quoted above in all bids for goods and services shall be total delivered price. Your bid price, if accepted, will be the only cost incurred by the city. No additional cost/charges will be accepted by the city.

- **A bond of \$ 500.00 IS required for this Bid**
- Evidence of insurance IS required for this Bid
- Delivery can be made \_\_\_\_\_ days or \_\_\_\_\_ weeks after receipt of order.
- Terms: \_\_\_\_\_ (Discounts offered in payment terms will be considered in the bid evaluation)
- Prices valid for acceptance within \_\_\_\_\_ days (not to be less than 30 days)
- Contracts for services are 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.
- This bid shall not be subcontracted to different business entities.

**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, \_\_\_\_\_ 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.

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 e-mail or facsimile (fax) 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 of Decatur is exempt from all Federal, sales and use taxes.

**Bidders shall furnish a Bid Bond of \$ 500.00. The Bid Bond may be in the form of either a Cashier's Check or a Surety Bond.**

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.

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.

An electronic version of this document is available from the City's website at [www.decaturalabamausa.com](http://www.decaturalabamausa.com)

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
- Bid Bond Not Included
- 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

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: \_\_\_\_\_

## Bid Document Checklist

Items Required with Bid	Submission Requirements Check Sheet X = REQUIRED; BLANK=NOT REQUIRED	Items Submitted (Bidders Initials)
X	Envelope Sealed and Marked w/bid # on front	
X	Statement of Non-Collusion Enclosed	
X	Original Signatures (in ink)	
X	Bid Bond or Check	
	Addendum	
X	E-Verify form	
X	Proof of Insurance	
X	References	
	Catalog	
X	Send in on or before given time	
X	Business License required when bid awarded	
X	Contractor Safety Pre-qualification Form	

**PLEASE CALL OR EMAIL THE PURCHASING DEPT IF YOU HAVE ANY QUESTIONS ABOUT THE BID REQUIREMENTS (256) 341-4521/PURCHASING@DECATUR-AL.GOV.**

**CITY OF DECATUR, ALABAMA**

**Contractor Pre-qualification Form (PQF)**

**This form must returned in your sealed bid submission and can be filled in using MS Word**

<b>Safety Health and Environmental (FOR CONTRACTORS AND MAJOR SUPPLIERS)</b>			
<b>GENERAL INFORMATION</b>			
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:
<b>ORGANIZATION</b>			
4. Project Description: City of Decatur Cemetery Mowing			
<b>SAFETY, HEALTH &amp; ENVIRONMENTAL PERFORMANCE</b>			
5. Injury & Illness Stats	(Year)	(Year)	(Year)
(previous 3 years)			
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 Substance Abuse and Prevention 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 \_\_\_\_\_



# **DECATUR CEMETERY LAWN MAINTENANCE SPECIFICATIONS**

Prices quoted for each visit shall be total delivered price. Your bid price, if accepted, will be the only cost incurred by the city. No additional cost/charges will be accepted by the city.

## **SCOPE OF WORK**

Furnish necessary tools, labor, equipment and materials to provide the following:

- Mow all turf areas on property unless noted here, mulch clippings when possible or collecting and removing them when necessary. The mowing is to be approximately every 2 weeks or as needed per project manager. Contract is to remain in effect for mowing over or under the stated quantity.
- Trim around all obstacles, including fences, in turf areas. All close trimming shall be with the utmost care so as to protect city property.
- Edge the turf along all edges, including drives, walks, curbs and beds.
- Blow all paved areas, sidewalks and gravesites stones free of trash and debris resulting from mowing operations.
- Hand weed all shrub beds or mulched areas as necessary.
- Prune all shrubs and small trees as necessary to maintain ornamental characteristics. This includes shearing and/or hand pruning as determined by plant variety.
- Any vehicles or equipment used on the job needs to be out of the field of view during burials.

## **SITE VISITS:**

Each contractor bidding must completely satisfy themselves as to the exact nature and existing conditions of working areas and requirements of the specifications for extent and quality of work to be performed. Failure to do so will not relieve the successful contractor of their obligation to carry out the provisions of the contract. Please refer to the map enclosed.

## **PROJECT MANAGER:**

All work coordination shall be with the Parks Superintendent, Jonathan Gruber at (256) 341-4959.

## **CONTRACT PERIOD:**

The contract period will be from the date of award for 12 months. The City of Decatur reserves the right to extend this contract for 2 additional 12 month periods if funds are available and required circumstances remain. If the City of Decatur does opt to extend for an additional year(s), the City of Decatur will notify contractor on or before September 1<sup>st</sup> of any succeeding year.

**BIDDER QUALIFICATIONS:**

All bidders must be primarily engaged in the lawn care business and must have been actively engaged in this field for a period of no less than 2 years.

No contract will be awarded except to responsible bidders properly licensed and capable of performing the class of work specified.

Before the award of contract, any bidder may be required to show that they have the necessary facilities, experience, ability, and financial resources to perform the work in a satisfactory manner and within the time stipulated. Bidders may be required to furnish the City with sworn statements as to their experience.

Each vendor must supply three (3) references with their proposal. Failure to supply references may be cause for rejection of bid. The City of Decatur reserves the right to check all references furnished and consider the response received in determining the award of this bid.

**BILLING AND PAYMENT:**

The contractor shall submit an invoice for all items provided during the preceding month to:

- City of Decatur
- Parks and Recreation Department
- P.O. Box 488
- Decatur, AL 35602

Each invoice shall include the following information:

- Purchase Order Number
- Name of Using Department
- Date Service Performed
- Invoice Total

Payment will be made only after performance of service, approval of project manager and upon receipt of proper invoice.

**TERMINATION:**

Termination for Convenience: The City of Decatur may terminate a contract, in whole or in part, whenever the City determines that such termination is in the best interest of the City, without showing cause, upon giving written notice to the contractor. The City of Decatur shall pay all reasonable costs incurred by the contractor up to the date of termination. However, in no event shall the contractor be paid an amount that exceeds the price bid for the work performed. The contractor will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

Termination for Default: When the contractor has not performed or has unsatisfactorily performed the contract, the City may terminate the contract for default. **Upon termination for default, payment may be withheld at the discretion of the City of Decatur. Failure on the part of a contractor to fulfill contractual obligations shall be considered just cause for termination of the contract. The contractor will be paid for work satisfactorily performed prior to termination, less any costs incurred by the City in re-procuring and completing the work.**

**CANCELLATION:**

This contract may be cancelled by either party upon 30 days written notice of their intent or as provided for under contract period heading.

**INDEMNITY:**

If a contract is awarded, the successful bidder will be required to indemnify and hold the City harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person, arising out of or attributable to the bidder's performance of the contract awarded.

Any property or work to be provided by the bidder under this contract will remain at the bidder's risk until written acceptance by the city; and the bidder will replace, at bidder's expense, all property or work damaged or destroyed by any cause whatsoever.

**INSURANCE:**

The successful bidder will be required to purchase and maintain during the life of the contract, Comprehensive General Liability Insurance with a limit of \$1,000,000.00 and any other insurance normally required for the type of service to be provided. Insurance is to name the city of Decatur as additional insured.

The bidder shall provide the City with Certificate of Insurance evidencing the coverage required above. Such certificates shall provide the City be given at least 30 days prior written notice of any cancellation of, intent to not renew, or material change in such coverage. Bidders must provide Certificates of Insurance before commencing work in connection with the contract.

The providing of any insurance required herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in the contract awarded or for which the bidder may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

**LICENSES:**

Successful bidder must possess all of the applicable licenses as required by local, state and federal laws for this project.

**AVAILABILITY OF FUNDS**

The contractual obligation of the City under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

**PREPARATION OF GROUNDS BEFORE MOWING:**

Trash: All papers, bottles, debris, etc. shall be collected and removed from the lawn areas at each location during the contract period.

The boundaries will include the area within Highway 20, Memorial Drive, 12<sup>th</sup> Avenue NW and the wood line. Please refer to the map enclosed.

**WORK SCHEDULE:**

Normal working hours shall be considered as Monday through Friday, 6:30 a.m. till 5:00 P.M., except on City observed holidays.

Based on the weather and ground conditions, the City's project manager will determine which services are desired at what time on an ongoing basis. Contractor shall be required to perform service within 5 days after notification. Services performed by the contractor without prior approval will not be paid.

Each visit must be completed within a three-day period.

Any vehicles or equipment used on the job needs to be out of the field of view during burials.

Please quote a price per visit (cutting based upon approximately 15-30 visits). Prices quoted for each visit shall be total delivered price. Your bid price, if accepted, will be the only cost incurred by the city. No additional cost/charges will be accepted by the city. This number of visits is approximate and the City of Decatur reserves the right to increase or decrease this number, whatever would be in the interest of the City of Decatur.

Prior arrangement must be requested and approved for any exceptions to the above normal working hours. Approved services performed outside of normal working hours without prior approval will not be paid for.