

Date Issued: December 19, 2019

Invitation To Bid No.: 20-005

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

Description: Row Crop Lease

Bids must be received before 2:00 PM, Tuesday, January 7, 2020.

Bids will be opened on 3rd Floor Purchasing Department.

Return 1 copy and 1 original sealed bids 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

PRICE SHEET

Opening Date: January 7, 2020

Invitation to Bid No.: 20-005

Opening Time: 2:00 PM

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QTY	UNIT	PER ACRE/ PER YEAR	EXTENDED AMOUNT
1	Approx 180 acres leased for one year May be renewed 2 additional years. January 1-December 31	180	ea		\$
TOTAL					\$

****Farmer will be allowed to farm all available acreage. The acreage is approximately 180 acres. The exact amount of acreage will be determined by GPS survey.**

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

- The bid bond IS NOT required for this bid.
- Contract will begin January 22, 2020
- 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.
- Successful bidder shall submit a completed and notarized affidavit of compliance with Section 31-13-9 of the Code of Alabama, known as the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. A blank copy is included in the bid package.

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. 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 (or reply to e-mail) marked “no bid”. Repeated Non-response will 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.

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.

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

The Purchasing Department cannot accept fax or e-mail transmissions of bids.

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

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.

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.

All Contractor employees engaged in providing direct service or work done for the city shall be legally entitled to do so and must be verified through "e-Verify" or similar service.

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.

An electronic version of this bid is available on the City's website at www.decaturlabamausa.com or by emailing purchasing@decatdur-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
- Bids improperly submitted or identified
- Bid response not on original form
- Bid not in ink or typed

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	Original Signatures on front page (in ink)	
	Bid Bond or Check (if required)	
	Addendum	
X	E-Verify form	
X	Proof of Insurance	
X	Price Sheet Information Included	
	References	
	Catalog	
X	Send in on or before given time	
X	Business License if Bid is awarded	
X	Contractor 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.



Financial Services – Purchasing Department
Charles Booth, Purchasing Agent

Row Crop Lease Terms and Conditions

The available acreage for lease is approximately 180 acres and is subject to change due to ongoing Landfill operations. Adjustments to actual acreage farmed may be made after the crop is in place and totals are turned in to the Alabama Department of Agriculture or verified by GPS Surveys provided by the successful bidder.

All acreage in the lease, whether for row crops or other uses will be considered part of the Row Crop Lease.

Any proposed changes in farming operations that affect the Landfill's operations shall be communicated to the Landfill Operations Manager prior to making such changes.

- The term of the lease shall be one (1) year. Lease shall commence on **January 1** of each year and end the following January. The successful bidder will be allowed to continue the lease for two additional years provided all lease terms are met. The successful bidder shall have all crops harvested and out of the fields by March 31st of the year following the end of the lease.
- Lease payments shall be made at the Landfill by January 31, for the preceding years crop.
- The property boundaries shall be mowed at least annually and all drainages shall be kept in working order.
- All employees of the lessee shall comply with safety policies regarding smoking, speed limits, and other safety policies. Access to all parcels of land shall be through the front gate. After-hours access is obtained via an assigned key fob. The key fob will be issued to the owner and the owner will be responsible for the return of the key fob once the lease expires.
- Employees shall not enter any of the buildings on the property except during normal hours of operation. Access gates close at 4:00 PM Monday through Friday and 11:30 on Saturdays.
- The lessee shall maintain adequate insurance for all employees while on the premises.
- Storage of pesticides or other chemicals on the property is prohibited except those used in planting the crop.

Questions regarding these terms or otherwise relating to the lease may be directed to the Department Director Wanda Tyler at 256-341-4991. Questions about the bid process may be directed to the Purchasing Department at 256-341-4521.