

Date Issued: August 30, 2017

Invitation to Bid No.: 17-032

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

Description: **Grave Opening & Closing**

**Sealed original bids and (1) copy must be received before 1:30 PM, September 13, 2017.**

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

\_\_\_\_\_  
Contractor's License No. (if required)

\_\_\_\_\_  
Telephone & email

PRICE SHEET

Opening Date: September 13, 2017

Invitation to Bid No.: 17-032

Opening Time: 1:30PM

LINE NO.	COMMODITY/SERVICE DESCRIPTION	PRICE PER GRAVE
1	Labor and equipment to perform a single grave opening/closing on an "as needed" basis	\$
2	Labor and equipment to perform a double deep grave opening/closing on an "as needed" basis	\$
3	Labor and equipment to perform a single grave opening/closing on an "as needed" basis for infants	\$

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

- A bid bond IS NOT required for this ITB.
- 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 180 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, \_\_\_\_\_ 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.decaturalabamausa.com](http://www.decaturalabamausa.com) or by emailing [purchasing@decatur-al.gov](mailto:purchasing@decatur-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: \_\_\_\_\_

## **Bid Document Checklist**

<b>Items Required with Bid</b>	<b>Submission Requirements Check Sheet X = REQUIRED; BLANK=NOT REQUIRED</b>	<b>Items Submitted (Bidders Initials)</b>
<b>X</b>	<b>Envelope Sealed and Marked w/bid # on front</b>	
<b>X</b>	<b>Original Signatures on front page (in ink)</b>	
	<b>Bid Bond or Check</b>	
	<b>Addendum</b>	
<b>X</b>	<b>E-Verify form</b>	
<b>X</b>	<b>Proof of Insurance</b>	
<b>X</b>	<b>Price Sheet Information Included</b>	
<b>X</b>	<b>References</b>	
	<b>Catalog</b>	
<b>X</b>	<b>Send in on or before given time</b>	
<b>X</b>	<b>Business License if Bid is awarded</b>	

**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**

<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:			
_____			
_____			
<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 \_\_\_\_\_

**At the City of Decatur we strive to be a top performing safety organization, and provide safety and healthful worker places for our employees, while ensuring that public safety remains at the forefront of our operations. The preceding information has been requested as part of the City of Decatur's Safety and Health program, and supports efforts to improve safety in all of our activities.**

**Thank you for your cooperation and assistance, address any questions to me at 256-341-4897 or by email at [rshepherd@decatur-al.gov](mailto:rshepherd@decatur-al.gov)**



**City of Decatur**  
**Grave Opening and Closing Specifications and Conditions**

Contractor shall own excavation equipment (backhoe and dump truck) capable of opening graves and small enough to maneuver around markers, trees, and shrubs. Bid shall include description of excavation equipment owned, including make and model.

***Bids received without an equipment list shall be rejected as non-responsive.***

Contractor shall be experienced in grave digging, averaging 100 graves per year for the past three years. A minimum of 3 work references are required. References may be confidentially verified.

***Bids received without 3 references shall be rejected as non-responsive.***

Submitted bids shall include evidence of general liability insurance currently in force with a limit of \$1,000,000.00 and any other insurance normally required for the type of service to be provided. Upon award, the bidder shall name the city of Decatur as additional insured and shall agree to keep said insurance in force during the contract period. 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. 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.

***Bids received without evidence of insurance in force shall be rejected as non-responsive.***

If awarded a contract, bidder shall obtain a Decatur Business License prior to starting work. Failure to do so shall be deemed a material breach and cause for immediate termination. ***A Decatur Business License is not required to submit a bid.***

- Contractor shall be responsible for any damage done to grounds, markers, shrubs, or trees. If contractor does not have damages repaired after one notice, the City will do repairs and deduct the cost from the contractor's fees.
- If conditions are wet, contractor shall furnish runners, boards, plywood, etc. necessary to protect grounds when leaving the road with equipment and shall repair any damages to the grounds in a timely fashion.
- Contractor shall put all leftover dirt in a City designated location after closing grave.
- Contractor shall position equipment away from funeral site during funeral service.
- Graves must be dug within two hours of notification.
- The contractor must be at the gravesite to close the grave no later than 15 minutes after the time of the funeral for graveside funerals and no later than 45 minutes after the time of the funeral for a chapel or church funeral.
- Contract will be awarded for a one-year period, renewable for two consecutive years.
- Contract is subject to a 30-day notice of cancellation for unsatisfactory performance.