

Date Issued: October 28, 2024

Invitation to Bid No.: 25-002

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

Description: **Concrete Loading Dock/Slab Constructed at Recycling Center**

A **mandatory** Pre-bid Meeting and site visit will be held Wednesday, November 6<sup>th</sup> at 10:00am at the Decatur Recycling Department, located at 625 Landfill Drive, Trinity, AL 35673.

**Sealed and Marked Bids must be received before at Thursday, November 13<sup>th</sup> at 2:00 pm in the Purchasing Department located at 701 Railroad Street NW, Suite B, Decatur, AL 35601**

Return sealed bid to:

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

Courier  
City of Decatur  
Purchasing Department  
701 Railroad Street NW Suite B  
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.

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

# PRICE SHEET

Invitation to Bid No.: 25-002

Opening Date: November 13<sup>th</sup>, 2024

Opening Time: 2:00 PM

## Concrete Loading Dock/Slab Constructed at Recycling Center

1. Provide material, equipment, and labor to excavate 90' x 2'6" x 12" footing with 2 mats of #5 rebar 12"oc ea way and dials 12"oc ea way for new wall, pour, and finish.
2. Provide material, equipment, and labor to excavate, grade, form, place 6ga wire mesh, pour and broom finish one (1) 40' x 69' x 6" parking slab to new ramp.
3. Provide material, equipment, and labor to form, place, and tie 2 mats of #5 rebar 12" oc ea way, place 2" x 2" x 3/8" angle nosing on top of 90' x 4' x 12" wall, pour, and finish for Loading dock.
4. Provide material, equipment, and labor to grade, form, place 6ga wire mesh, pour, broom finish, and saw cut 85' x 53' x 6" drive paving.
5. Provide excavation, grade, form, place wire mat, pour, and broom finish concrete slabs listed below:
  - a. 40' x 11' x 6"
  - b. 6' x 10' x 6"
  - c. 8' x 6' x 6"
  - d. 10' x 6' x 6"
6. Drawings will be available to view beginning at the mandatory pre-bid meeting held onsite on November 6<sup>th</sup> at 10am.

**Exclusions:** Adequate access to work area(s) will be provided by the City for equipment. Should any testing be required, it will be provided by the City. Should any underground hazards be encountered it is to be removed/handled on a time and material basis. Work is to be performed during normal working hours Monday-Friday unless otherwise approved by the City. All demoed material associated with this project is to be left to be hauled away by City.

<b>Estimated # of days to complete</b>	
<b>Total Cost of Construction</b>	<b>\$</b>

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

- A bid bond **IS** required for this Invitation for 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 180 days)

**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.**

**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.**

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Company

**For questions on the project and the specifications contact:  
Danny Dotson at (256) 341-4770 or email [ddotson@decatour-al.gov](mailto:ddotson@decatour-al.gov).**

**For questions concerning the pre-bid meeting or the bidding process contact:  
Jeremy Sherrill at (256) 341-4522 or [jsherrill@decatour-al.gov](mailto:jsherrill@decatour-al.gov)**

## 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 reserves the right to award parts of this bid or to reject all bid submissions.

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 City shall give the Contractor 90 day's written notice of termination.

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.

**A Bid Bond or a certified check in the amount of five percent (5%) of the price bid, or \$10,000, whichever is least, payable to the City of Decatur, must accompany each bid.**

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).

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.

Materials incorporated into the Work are exempt from sales and use tax pursuant to Alabama Act No. 2013-205 (effective January 1, 2014). General Contractors and subcontractors interested in bidding are advised to contact the Sales, Use, & Business Tax Division of the Alabama Department of Revenue for information regarding required qualifications for exemption. Materials incorporated into the project are exempt from sales and use tax. General contractors and/or subcontractors are advised that the successful bidder will be required to submit a routine application to the Alabama Department of Revenue for an exemption certificate.

A BID RESPONSE MAY BE REJECTED IF:

- Bids improperly submitted or identified
- Bid bond not included
- 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: \_\_\_\_\_

## **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, and engineers 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 this chapter or the portions thereof 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, or engineer 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, and engineers 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, and engineer 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; Code 1940, T. 46, §79; Acts 1959, No. 571, p. 1429; Acts 1996, No. 96-640, p. 1013, §1.)**

**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 (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 \_\_\_\_\_

**INVITATION TO BID**  
**Concrete Loading Dock/Slab Constructed at Recycling Center**

Bids are being solicited only from responsible and established bidders known to be experienced and regularly engaged in the work of concrete forming, pouring, and finishing. Satisfactory evidence that the bidder has the necessary capital, equipment and personnel to do the work may be required.

**Qualifications:**

A detailed description of the primary contact's background, as well as the company's background and previous experience shall be included with the proposal. Background information and experience shall also be submitted for all key personnel that will be working with the City.

**Requirements:**

A. Ability to meet or accomplish the following Specific project requirements:

1. The City of Decatur will arrange for the retirement of all utilities if needed. Should any water or sewer lines be encountered during the project, the contractor shall be responsible for proper capping and termination. The city shall be contacted to inspect the termination(s).
2. As work progresses, carefully clean and keep the project site clean from rubbish and refuse.
3. The successful Bidder shall keep the surface of the sidewalks and streets affected by its work, including decking and temporary paving, in a clean, neat, and safe condition, limiting to the extent possible dust and smoke on and around the project site.
4. There shall be NO fires of any kind or burning of any debris.
5. Work is to be performed during normal working hours Monday through Friday unless authorized by the City.

The Successful Bidder shall furnish all labor materials, supplies, devices, or tools needed to perform the required services. The bidder will not be entitled to additional compensation. In addition, the Successful Bidder shall provide all vehicles and other equipment and material necessary for the work. Bidders having questions regarding this RFB should request clarification before submitting a bid. Negligence or inattention of the Bidder in filing a bid, or in any phase of the performance of the work, shall be grounds for refusal of the City to agree to additional compensation. Bidders having questions regarding the RFB contact the City for clarification.

**II-5 SAFETY**

The Successful Bidder shall comply with the Safety Rules and Regulations of the Associated General Contractors of America, the Occupational Safety and Health Standards of the Construction industry, Labor & Economic Growth, for the Protection of workers on this project. All equipment and work shall conform to the requirements of the Occupational Safety and Health Act.

The Successful Bidder shall observe City Ordinances relating to obstruction of streets, and shall obey all laws and city ordinances controlling or limiting those engaged in the work. The Successful Bidder shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners.

## **II-7 ASSIGNMENTS OR SUBCONTRACTING:**

The Successful Bidder shall not assign, subcontract or otherwise transfer its duties and/or obligations under this proposal, without prior written consent of the City. If the city anticipates that it will need to subcontract its duties in order to fulfill the contract requirements, that information must be disclosed in the Bidder's response.

The Successful Bidder shall indemnify and hold the City harmless from all claims arising from the forgoing payment obligations of the Successful Bidder.

## **II-10 DAMAGE TO PERSONS OR PROPERTY**

The Successful Bidder also accepts sole responsibility for any damage to any person or damage to public or private property resulting from their performance of the work, whether based on negligence or any other legal or equitable claim.

The Successful Bidder will protect, defend and hold harmless the City from any and all damage, claim, liability, or expenses whatsoever, or any amounts paid in compromise there of arising out of or connected with the performance of this contract, including those related to the Successful Bidder's ( or its subcontractors') negligence.

## **II-11 INSURANCE:**

### A. Liability Coverages

1. The Successful Bidder shall furnish at his own expense and keep in full force during the terms of this contract the following coverages which shall list the City as an additional insured:
  - Insurance covering bodily injury in the minimum sum of \$1,000,000 for each occurrence.
  - Insurance covering property damage in the minimum sum of \$200,000 for each occurrence, \$100,000 aggregate.
  - Automobile liability insurance in the minimum of \$500,000 combined single limit for bodily injury and property damage.
2. Worker's Compensation Compliance

Successful Bidder shall comply with all requirements and shall at his own expense, maintain such insurance, including employer's liability, as will protect him from claims under said law and from any other claims for personal injuries, including death which may arise from the operations under the contract, whether operations be by himself or anyone directly or indirectly employed by him.

### A. Certificates of Insurance

Included in bid package, Bidders shall provide to the City complete certificates of insurance to meet the above requirements. Policies shall be endorsed to provide the City at least 30 days written notice of reduction, cancellation or intent not to renew coverages as called for above.

If Insurance is canceled, reduced, non-renewed or otherwise is not in effect to the minimum required coverage, the Successful Bidder must cease work on this bid.

## B. Submission of Policies and Certificates of Insurance

The Successful Bidder shall provide the City with a copy of its required insurance policies and certificates of insurance as described above. If the Successful Bidder does not provide such materials in the time provided for, the Successful Bidder will be disqualified and the bid will be awarded to the next lowest bidder or in the creation of new request for bids.

### **II-12 QUALITY OF SERVICE**

The City expects the Successful Bidder to maintain all equipment in a clean and well-operating fashion, with special consideration for proper maintenance and care of all elements, items and equipment mentioned in this document. The Successful Bidder will operate in a professional manner and keep all noise and other nuisances to a minimum at all times while under contract with the City. The City is looking to inconveniencing the public as little as possible, considering the service successful bidder is providing.

### **II-13 OPERATION OF VEHICLES**

The Successful Bidder shall operate all company vehicles in a manner so as to not impede traffic flow at the Landfill/Recycling Center. Company vehicles are not to be left unattended for any reason except for emergencies or in the actual performance of the job. When a vehicle is left unattended for the actual performance of the job, it shall be according to all City Codes and ordinance in place at that time.

### **II-14 SUPPORT FACILITIES**

Successful bidder shall have an available office with sufficient staff and communications facilities to assure ready accessibility and prompt response to the needs of the City.

### **II-15 BREACH OF CONTRACT AND CITY'S RIGHT TO TERMINATE CONTRACT**

In the event that any of the provisions of this bid and/or resulting contract are breached by the Successful Bidder, the City shall give written notice to the Successful bidder of the breach or pattern of behavior that constitutes the breach and allow the Successful Bidder to resolve the breach or pattern of behavior that constitutes the breach within ten (10) calendar days of Successful Bidder's receipt of notice. If the breach or pattern of behavior is not resolved, the City shall have the right to cancel any contract by sending written notice to the Successful Bidder of the Cancellation.

If the Successful Bidder should be judged bankrupt, if it should make a general assignment for the benefit of its creditors, if a receiver should be appointed on account of its insolvency, if it should persistently or repeatedly refuse to supply enough labor, materials and/or equipment to meet the scope of work of the contract, if it should persistently disregard laws or ordinances, or if it fails to comply and fulfill its obligations under any provision of the contract resulting from its bid, the City may, without prejudice to any other right or remedy, terminate the contract immediately.

If the Successful Bidder fails to perform or complete the project and clean-up as agreed or otherwise breaches its duties under this bid or the resulting contract, the Successful Bidder shall be responsible for any and all costs the City incurs in obtaining satisfactory performance of the project and/or litigation costs and attorney fees to enforce its right under the bid and this

contract. Such relief shall be in addition to any other legal and equitable remedies available to the City.

#### **II-16 CITY'S RIGHT TO MODIFY CONTRACT**

The City, upon a minimum of ten (10) calendar days written notice from the City, may terminate the unexpired portion of the contract. The City Shall not be liable for any cost under this section beyond the contract price for the period where service is actually provided.

#### **II-18 REFERENCES**

All Bidders shall include a list of current and prior projects similar to that proposed in the RFB as a references for qualifying experience. The name, address, and telephone numbers of the responsible individuals(s) at the reference project site who may be contacted shall be included. Particular attention will be paid to references from other municipalities and/or public sector entities within the County.

#### **II-19 PAYMENT**

The City shall pay for acceptable work within thirty (30) days of receipt of invoice, except that prior to approval of and final payment (10% of total project cost) for the completion of the project, the Successful Bidder must thoroughly clear the project site and any other place affected by the work of all debris to the City's satisfaction, in the City's sole discretion.