

Date Issued: May 18, 2023

Invitation to Bid No.: 23-022

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

Description: Replace Fencing at Wheeler Cashin Baseball Complex
Sealed and marked bids must be received before June 1st, at 2:30pm

Bid will be opened on June 1st at 2:30pm on the 3rd floor of City Hall

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: June 1, 2022

Invitation to Bid No.: 23-022

Opening Time: 2:30pm

See Project Specifications on page 9

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

- A bid bond **IS** 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)

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, (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.

Bidder Signature

Company

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.**

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. Performance Bond and Payment Bond, each in the amount of one-hundred percent (100%) of the bid amount, will be required of the successful Bidder.

An electronic version of this bid is available on the City's website at www.decaturlabamausea.com or by emailing purchasing@decaturlabamausea.com. 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.

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. **The exemption certificate application must be furnished to the City of Decatur Purchasing Department prior to submission to the State of Alabama.**

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 bond not enclosed
- 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: _____

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 _____

***Specifications for Replacing existing fencing at the
Wheeler Cashin Baseball Complex***

| | | |
|--|----------------------------|--|
| Removal, hauling, and disposal of all existing fencing | | |
| All new fencing installed shall be BLACK chain link, meeting following specifications: | | |
| 704' outfield fence, 4' high | | |
| Three (3) walk gates | | |
| One (1) 12' wide double drive gate | | |
| Two (2) 8' X 24' X 8' dugouts with metal top | | |
| 88' 16' high backstop | | |
| | | |
| All posts shall be set in concrete. | | |
| All fencing shall be erected according to industry standards. | | |
| Field fence distance shall measure 225'. | | |
| All posts, rails, hardware, and fabric shall meet following specifications: | | |
| Corner, gate, and end posts | 3" diameter, 40 weight | |
| Backstop posts | 4" diameter, 40 weight | |
| Outfield line posts | 2" diameter, 20 weight | |
| Dugout line posits | 2.5" diameter, 20 weight | |
| Top rail | 1 5/8" diameter, 20 weight | |
| Fabric | 8 gauge | |
| Hardware | Steel | |
| | | |
| Grand Total Parts and Labor | | |
| Projected Delivery & Start Date | | |

Contractor must assume responsibility to locate all underground public utilities.

Contractor assumes no responsibility for any UNMARKED sprinkler, communication, electric, water, drainage, cables, pipe, wire, or any other underground object while digging post holes.

To schedule a site visit, or with any questions concerning scope of work, contact Aaron Lang, Parks and Recreation Maintenance Superintendent at (256) 341-4762.

With any questions regarding the bid process, contact Madelyn Kelly at (256) 341-4525 or Jeremy Sherrill at (256)341-4522.