

Date Issued: February 11, 2016

Invitation to Bid No.: 16-018

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

Description: **Grounds Maintenance**

Mandatory Pre-Bid Conference: February 18, 2016-10:00 am, 7th Floor of City Hall

Bids must be received before 3:00 pm, March 1, 2016 and will be opened on the 7th Floor 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

Telephone

Email

PRICE SHEET

Opening Date: March 1, 2016

Invitation to Bid No.: 16-018

Opening Time: 3:00PM

Prices quoted in all bids for personal property shall be total delivered price. Monthly price amounts shall include all costs incurred by the successful bidder to perform the work required by this bid. The City shall not pay any amount above and beyond the monthly price for labor, materials, equipment, or any additional services.

Item #.	COMMODITY/SERVICE DESCRIPTION	QTY	UNIT	MONTHLY PRICE	YEARLY AMOUNT
1	Decatur City Hall	12	Month		
2	Decatur City Hall Annex	12	Month		
3	Court Payment Building	12	Month		
4	Carnegie Visual Arts Center	12	Month		
5	Turner-Surles Resource Center	12	Month		
6	Wheeler Basin Regional Library	12	Month		
7	Etta Freeman Park	12	Month		
8	Animal Shelter	12	Month		
TOTAL					\$

- A \$500.00 bid bond **IS** required for this IFB.
- Include 3 references with contact information.
- 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 90 days)
- The city reserves the right to award all items listed or each item listed individually to the successful vendor(s).
- 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

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 facsimile (fax) transmissions or email 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. Bid Bonds may be set aside on bids for sale of certain standard manufactured products that are readily available from multiple sources.

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 no later than ten days after award of this bid.

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 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 by emailing 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
- 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

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)	
X	Bid Bond or Check	
	Addendum	
X	E-Verify form	
X	Proof of Insurance	
X	Price Sheet Information Included	
X	References	
	Catalog	
X	Send in on or before given time	
X	License/Certification for Chemical Applications	
X	Business License	

If you have questions concerning the bid submission requirements, please call the Purchasing Department 256-341-4521 or email purchasing@decatur-al.gov.

If you have questions about the specifications contact project manager Paul Floyd at (256) 341-4761 or PFloyd@decatur-al.gov

Scope of Work

The Contractor shall furnish all labor, tools, equipment and materials to maintain all outside areas including but not limited to mowing of lawn areas; edging of curbs and areas bordering lawns; fertilization; weed control; insect and disease control; pruning; mulching; debris control as needed to maintain proper appearance in all specified areas including removal of leaves during the winter months. All work performed under this section shall be performed within the guidelines of standard horticultural practices according to ANSI A 300 – pruning standards. Monthly price amounts shall include all costs incurred by the successful bidder to perform the work required by this bid. The City shall not pay any amount above and beyond the monthly price for labor, materials, equipment, or any additional services.

Locations

Work shall be performed at the following locations:

1. Decatur City Hall: 402 Lee Street NE (including the median in front)
2. Decatur City Hall Annex: 308 Cain Street NE
3. Court Payment Building: 300 Cain Street NE
4. Carnegie Visual Arts Center: 207 Church Street NE
5. Turner-Surles Community Resource Center: 702 Sycamore Street NE
6. Wheeler Basin Regional Library: 504 Cherry Street NE
7. Etta Freeman Park :Located adjacent to Turner-Surles Center
8. Animal Shelter: 300 A Beltline Rd SW

The specific boundaries of each location will be provided at the pre-bid conference.

Description of Work

Equipment

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. All cutting machinery shall be cleaned, checked for sharpness and adjustment on a regular basis so to deliver an even cut. Equipment used on any portion of the project shall be such that no injury to plant materials, curbs, drives, walks, roadways, buildings or adjacent property will result from its use.

Mulch

Mulch for trees shrubs and groundcover shall be shredded hardwood mulch containing no cambium or other substances harmful to plant growth and free of noxious weeds, grasses, seeds, plants, roots, branches, sticks or extraneous matter.

Fertilizer

Fertilizer shall be commercially available material conforming to Alabama Fertilizer Laws, Title 2, and Section 202-300 Alabama Code of 1940, as amended. Any fertilizer which becomes caked or otherwise damaged shall not be used.

Insecticides/Pesticides/Fungicides

All chemicals shall be used in strict accordance with the Federal, State and County directive on environmental control and carry an E.P.A. approval number.

A list of all Chemicals (Herbicides & Pre-emergents), Fertilizers, Pesticides and Fungicides shall be provided with bid quote. This list will include application times and application rates.

Chemical Weed Control

Groundcover and annual beds shall be maintained, weekly, with spot control of weeds as needed. Hand or mechanical pulling of weeds shall be done for all flower, shrub and groundcover areas of beds. Chemical weed control (Roundup herbicide) may be used in open mulch areas of beds. Weeds in paved areas may be controlled with string trimmers; however chemical application is preferred for long term control. Grass and bed areas are to be kept weed free at all times by use of pre-emergents and post-emergents.

Herbicide

Commercially available non-selective post-emergent with no residual soil activity.

Active ingredient: Isopropylamine salt of glyphosate

Maintenance

Mowing

Contractor shall mow turf areas a minimum of one time per week to an average of 2 ½" or as directed by Project Manager during the growing season and as otherwise needed to maintain a neat appearance. At minimum, mow lawns thirty-two (32) times per year if not over-seeding with winter rye. Mowing shall be with a mower appropriate to the turf type and in a varied pattern to prevent rutting of turf by mowing equipment. When mowing next to curb lines and walkways, mow so as to throw clippings inward to lawn areas. Special care must be taken to direct clippings away from parked vehicles and shrub and flower beds.

Contractor shall immediately remove debris resulting from mowing operations from curbs, walks, drives and other surfaces. All papers, bottles, debris, etc. shall be collected and removed from the lawn before mowing.

Contractor shall perform mowing, edging, weed eating and blowing of all right-of-way areas from Bank Street to 6th avenue and Gordon Drive to Lee Street. This may also include some alleys and parking lots within the City property downtown area.

Herbicide spray control of heavy weed areas is accepted including spraying of weeds in sidewalk cracks as needed. Sidewalk cracks need to be sprayed at least once a year, and more if needed. Pre-emergent can be used in conjunction with herbicide spray for cracks in sidewalks. Retreatment is based upon observation of weed growth.

Pre-emergents should be applied to grass areas at least twice a year for winter and summer weed control. Pesticides and/or Fungicides shall be applied as needed and depending on pest for control of ant beds, leaf eating pest and root eating pest and Fungi.

Edging

Line trimmers shall be used to trim all areas not cut by the lawn mower each time the lawn is cut. Edging frequency should be no more than once every two weeks.

This includes all shrub and flower beds. Line trimmers are not to be used to cut turf areas and utmost care shall be taken so as to protect adjacent plant material. If damage occurs to shrubs and trees by line trimmers, the Contractor shall be required to replace.

Every other mowing, the contractor shall edge all curbs, driveways, sidewalks, buildings, parking lots, and other hardscape surfaced areas adjacent to turf areas as needed to maintain a manicured look. Contractor shall remove all debris from plant beds and grass clippings from sidewalks, curbs, and roadways immediately after mowing and/or edging and discard them off-site or bag them. At no time should clippings be blown into the street areas.

No chemical application shall be used along curbs, drives, walks, landscape beds and areas bordering lawn.

Fertilization/Lime Application

Mechanically fertilize lawns in accordance with the specific needs of the turf to maintain a healthy and vigorous condition.

Apply fertilizer three (3) times a year minimum, once in spring (April) and once in early summer (June) with a fertilizer analysis reflecting soil test report, once in fall (September) with a low nitrogen fertilizer.

If deemed necessary by the Project Manager, apply lime once a year in the spring. Application rate shall conform to the soil test reports to maintain a soil PH of 6.5

Debris removal

Remove and dispose any debris off site such as paper, broken limbs, bottles, cans, extraneous leaves, weeds, cigarette butts, etc. as necessary to maintain a manicured, neat and clean appearance.

Trash patrol would need to be performed on a daily basis. Trash patrol shall cover from Bank Street to 6th Avenue and Gordon Drive to Lee Street and includes alley ways and parking lots. This trash patrol would include areas being mowed and landscape beds. All areas shall be free of trash. Trash would be defined as anything that does not belong, including bottles, plastics, glass, cardboard products and paper products.

Aeration

Aerate entire lawn areas with a mechanical aerator one (1) time per year (April) to provide a more favorable environment for microbial activity and improve drainage in some soils.

Thatch removal

Inspect lawn areas for harmful thatch build-up a minimum of one (1) time pr year. Vertical mow lawn areas as required in the early spring to remove thatch. Remove debris immediately and dispose of off-site.

Removal of thatch (spongy, build-up of dead and living grass shoot, stems, and roots) shall be considered when thatch thickness exceeds one inch. It should be performed by vertical mowing when the turf grass is rapidly growing to ensure quick recover.

Shrub Plantings and Bed Areas

Pruning

Review pruning practices with Project Manager before pruning any living portion of any plants.

Prune Ornamental plantings in accordance with standard horticultural practice to adequately maintain an attractive shape and fullness with respect to the intended character of the plant. Maintain all shapes and configurations of plant beds as originally installed. Prune to remove dead and/or diseased wood as it occurs throughout the year. If 50% or more of plant material is removed, plant shall be replaced at city's expense.

Mulch

All beds are to be kept free of weeds and debris and all mulched areas shall be replenished twice a year as a minimum to maintain a depth of three (3) inches throughout the contract period with organic material. Mulched beds shall be turned over for a fresh appearance bi-monthly. Mulch shall not be placed against the trunks of plants. Landscape beds shall be mulched twice a year in late winter/early spring and late Summer/early Fall. Touch up mulching should also be performed as needed upon visual inspection.

Landscape Beds

All landscaped beds in Downtown area from Bank Street to 6th avenue and Gordon to Lee Street shall be maintained on a weekly basis. This maintenance will include, hand pulling of weeds in beds that have prolific plant installation (for example, 1st & 2nd avenue) and hand pulling/herbicide spray control of weeds in tree beds. Pre-emergent shall be applied AT LEAST twice a year in late winter/early spring for summer weed control and once in the late summer/early fall for winter weeds. If three or four pre-emergent applications are desired to cut down on labor in pulling weeds, this should be reflected in the quoted price. Pesticides and/or Fungicides shall be applied as needed and depending on pest for control of ant beds, leaf eating pest and root eating pest and Fungi.

Dead plants or shrubs should be replaced immediately. If replacement plant needs to be ordered, remove dead plant immediately and replace as soon as ordered plant arrives.

Insect and Disease Control

Apply insecticides, pesticides, or fungicides upon visual confirmation of pest or disease damage. Contractor shall monitor weekly annuals, perennials, ground covers, shrubs, vines and trees for pest infestations and spot treat as necessary using the least toxic methods.

Irrigation System

Contractor shall inspect and test all components and zones in the irrigation system monthly. During weekly maintenance the contractor shall note and report any systems of inadequate or excessive irrigation, drainage problems and repair problems. Contractor shall be responsible for any damage due to the operation of his equipment in performing contract. Contractor shall be responsible for the replacement of any sprinkler head that quit functioning.

All Irrigation shall be monitored and watering times adjusted according to time of year and amount of water needed. Irrigation heads should be checked on a regular basis (once every two weeks) and busted irrigation heads replaced with new functioning irrigation heads. Battery controlled irrigation controllers will need to be checked once a month to ensure batteries are still working and replaced if needed. Any electric controllers/satellites should be checked once a month for ant beds or other pest residing inside of controller and a pesticide applied for control.

Bedding Plants

Contractor shall furnish bedding plants to provide year round color in 7 beds at front entrance and around the tower area. All plants shall be placed no less than six (6) inches apart and no smaller than 4" shall be approved by Project Manager prior to planting, and contractor shall consult the Project Manager on the type plants to be used and the size of areas to be planted. Contractor shall be responsible for the full and complete care of

all plantings; including watering, mulching, spraying, fertilizing and pruning to maintain a healthy, vigorous appearance and shall at all times provide the finest quality plantings possible

Prior to planting beds shall be prepared as follows:

- Remove weeds, old roots, mulch.
- Dig in organic matter or garden compost
- Apply fertilizer

All areas will be guaranteed with the exception of damage or loss incurred by other vehicles, fire, malicious mischief, theft or Act of God (wind, ice, hail or extreme sub-par temperature.)

Submittals

Product Data

- Contractor shall provide the Manufacturer's product literature, instructions and guaranteed analysis for fertilizer, lime, herbicides and pesticides.
- A list of all Chemicals (Herbicides & Pre-emergents), Fertilizers, Pesticides and Fungicides shall be provided with bid quote. This list will include application times and application rates.
- Proof of Insurance
- Proof of Business Licenses
- Proof of Licences/Certifications for Chemical Applications
- E-Verify Affidavit
- References
- Bid Bond

Maintenance Manual

Contractor shall provide in a 3-ring binder, a typewritten schedule for annual landscape maintenance program, procedures for annual landscape maintenance program and procedure with monthly maintenance guidelines.

Submit weekly a detailed description of maintenance operations conducted. Submit a written log of fertilizer applications and chemical insect, disease or weed control applications with each invoice. This log will be a complete account of each fertilizer and chemical application performed within the month covered by that invoice including date, time weather conditions and specific purpose and product of each application. Failure to comply with date of services shall result in withholding of payment of services until said list is delivered.

Pre-bid Conference

There will be a **mandatory** pre-bid conference before submitting a bid. Each bidder before submitting a bid must completely satisfy themselves as to the exact nature and existing conditions of working areas and

requirements of the specifications for the extent and quality of work to be performed. Vendors are encouraged to visit each site prior to submission of their bid response.

Project Manager

All work coordination shall be with Paul Floyd, P&R Facilities & Operations Manager.

Bidders Qualifications

Experience

Contractor shall be experienced in the successful landscape maintenance of a minimum of five (5) projects within the last five (5) years similar in scope, quality and contract value to that indicated for this contract. Contractor shall have sufficient manpower, equipment and financial resources to maintain all specified landscaping.

References

Each contractor must supply three (3) references with their proposal. Failure to supply references will be cause for rejection of the 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.

Subcontracting not permitted

Bidders must perform one-hundred percent of the work with labor and equipment under their direct supervision and control, and not that of subcontractors or other parties.

Licenses

Bidders must possess a current Alabama Chemical Application License.

A current City of Decatur Business license is not required to submit a bid, but must be obtained prior to issuance of a contract.

Insurance

Contractor shall furnish a Certificate of Insurance showing 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.

Contractor shall provide Workers Compensation and Employers Liability

Cancellation:

This contract may be cancelled by either party upon 30 day written notice of their intent.

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.