

Date Issued: July 19, 2017

Invitation to Bid No.: 17-028

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

Description: **Mowing Police Firing Range**

Bids must be received before 2:00 pm, August 2, 2017 and will be opened on the 3rd 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: August 2, 2017

Invitation to Bid No.: 17-028

Opening Time: 2:00PM

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 quoted price per cut for labor, materials, equipment, or any additional services.

Item #.	COMMODITY/SERVICE DESCRIPTION	Price Per Cut
1	Mowing Police Firing Range (See attached map)	

- A bid bond **is not** required for this bid.
- 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.
- **Please Note:** This property will be combined with the City of Decatur's Grounds Maintenance Bid when it is rebid. The Ground Maintenance bid will be rebid in April of 2019.

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.

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)	
	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	
	License/Certification for Chemical Applications	
X	Business License if awarded contract	

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 Jonathan Lindley at (256) 341-4646 or Jhlindley@decatur-al.gov

CITY OF DECATUR, ALABAMA

Contractor Pre-qualification Form (PQF)

This form must returned in your sealed bid submission and can be filled in using MS Word

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:				
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SAFETY, HEALTH & ENVIRONMENTAL PERFORMANCE				
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.				
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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

RODNEY SHEPHERD

Safety Coordinator

City of Decatur

CITY OF DECATUR POLICE FIRING RANGE LAWN MAINTENANCE SPECIFICATIONS

Prices quoted for each visit shall be total delivered price. Your bid price, if accepted, will be the only cost incurred by the city. No additional cost/charges will be accepted by the city.

SCOPE OF WORK

Furnish necessary tools, labor, equipment and materials to provide the following:

- Mow all areas needed on property. The areas will be determined by Decatur Police Department, contract manager Sergeant Jonathan Lindley. Talk with Sergeant Lindley and see the map included for specific details.
- Trim around all obstacles in turf areas. All close trimming shall be with the utmost care so as to protect city property.
- Blow all paved areas. Leave free of trash and debris resulting from mowing operations.

SITE VISIT:

Each contractor bidding must completely satisfy themselves as to the exact nature and existing conditions of working areas and requirements of the specifications for extent and quality of work to be performed. Failure to do so will not relieve the successful contractor of their obligation to carry out the provisions of the contract. Please refer to the contact manager and the map enclosed.

PROJECT MANAGER:

All work coordination shall be with the Project Manager, Sergeant Jonathan Lindley at (256) 341-4646.

CONTRACT PERIOD:

The contract period will be from the date of award for 12 months. The City of Decatur reserves the right to extend this contract for 1 additional 12 month period if funds are available and required circumstances remain. In April of 2019, this location will be combined with the City of Decatur Ground Maintenance bid. If the city does not opt to extend for an additional year(s), the City of Decatur will notify the contractor in writing.

BIDDER QUALIFICATIONS:

All bidders must be primarily engaged in the lawn care business and must have been actively engaged in this field for a period of no less than 2 years.

No contract will be awarded except to responsible bidders properly licensed and capable of performing the class of work specified.

Before the award of contract, any bidder may be required to show that they have the necessary facilities, experience, ability, and financial resources to perform the work in a satisfactory manner and within the time stipulated. Bidders may be required to furnish the City with sworn statements as to their experience.

Each vendor must supply three (3) references with their proposal. Failure to supply references may be cause for rejection of 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.

BILLING AND PAYMENT:

The contractor shall submit an invoice for all items provided during the preceding month to:

- invoices@decatur-al.gov
- A copy of the invoice to Sergeant Jonathan Lindley jhlindley@decatur-al.gov

Each invoice shall include the following information:

- Purchase Order Number
- Name of Using Department
- Location of area where work performed
- Description of service performed
- Date Service Performed
- Invoice Total

Payment will be made only after performance of service, approval of project manager and upon receipt of proper invoice.

TERMINATION:

Termination for Convenience: The City of Decatur may terminate a contract, in whole or in part, whenever the City determines that such termination is in the best interest of the City, without showing cause, upon giving written notice to the contractor. The City of Decatur shall pay all reasonable costs incurred by the contractor up to the date of termination. However, in no event shall the contractor be paid an amount that exceeds the price bid for the work performed. The contractor will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

Termination for Default: When the contractor has not performed or has unsatisfactorily performed the contract, the City may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the City of Decatur. Failure on the part of a contractor to fulfill contractual obligations shall be considered just cause for termination of the contract. The contractor will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the City in re-procuring and completing the work.

CANCELLATION:

This contract may be cancelled by either party upon 30 days written notice of their intent or as provided for under contract period heading.

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.

Any property or work to be provided by the bidder under this contract will remain at the bidder's risk until written acceptance by the city; and the bidder will replace, at bidder's expense, all property or work damaged or destroyed by any cause whatsoever.

LICENSES:

Successful bidder must possess all of the applicable licenses as required by local, state and federal laws for this project.

AVAILABILITY OF FUNDS

The contractual obligation of the City under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

WORK SCHEDULE:

Normal working hours shall be considered as Monday through Friday, 6:30 a.m. till 5:00 P.M., except on City observed holidays.

Based on the weather and ground conditions, the City's project manager will determine which services are desired at what time on an ongoing basis. Contractor shall be required to perform service within 5 days after notification. Services performed by the contractor without prior approval will not be paid.

Please quote a price per visit. Prices quoted for each visit shall be total delivered price. Your bid price, if accepted, will be the only cost incurred by the city. No additional cost/charges will be accepted by the city. This number of visits is approximate and the City of Decatur reserves the right to increase or decrease this number, whatever would be in the interest of the City of Decatur.

Prior arrangement must be requested and approved for any exceptions to the above normal working hours. Approved services performed outside of normal working hours without prior approval will not be paid for.