

Date Issued: July 29th, 2024

Bid No.: 24-025

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

Description: **Weed Abatement**

**Sealed and marked bids must be received before 2:00 pm, August 13<sup>th</sup>, 2024 and will be opened in Purchasing Department Conference Room located at the Historic Train Depot, 701 Railroad St NW, Decatur, AL.**

**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  
701 Railroad St NW  
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

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Telephone

# PRICE SHEET

Invitation to Bid No.: 24-025

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

Opening Time: 2:00 PM

Description	Price
Parcel w/o Home 1/4 Acre or Less	
Parcel w/ Home 1/4 Acre or Less	
Parcel w/o Home 1/4 Acre-1/2 Acre	
Parcel w/ Home 1/4 Acre-1/2 Acre	
Parcel w/o Home 1/2 Acre-1 Acre	
Parcel w/ Home 1/2 Acre-1 Acre	
Parcel w/o Home 1 Acre or Greater*	
Parcel w/ Home 1 Acre or Greater*	

**\* Any Parcels greater than 1 Acre will be billed at the 1 Acre rates times the number of acres or fraction thereof.**

**Prices shall be per job and should include all labor, materials, equipment and any other costs incurred by the successful bidder.**

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

- **A bid bond of \$500.00 IS required for this IFB. The bid bond may be in the form of a cashier's check or bond.**
- Evidence of insurance IS required for this 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 30 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.
- This bid shall not be subcontracted to different business entities.

**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.

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) or 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 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.**

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.

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](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.

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 reserves the right to seek clarification of vendor bid submissions.

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.

**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 response not in ink or typed
- Proper licensing not included/provided as required by law
- Bid bond not included

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: \_\_\_\_\_

## Weed Abatement Scope of Work

Work performed under this award shall include (but not be limited to) cutting overgrown weeds, grass, and non-ornamental plant growth in excess of 12 inches in height (often exceeding 3 feet), removing trash, litter, and debris, and occasional dead tree removal. Work shall be done on an as required basis and upon notification to proceed issued by the Community Development Department.

Contractors should expect to encounter the following conditions and situations:

- Non-billable “dry runs” in which you arrive at a work site to find the property already mowed
- Substantial quantities of debris and occasional biological hazards
- Irrate property owners
- Approximately 100-125 proceed orders issued in a 6 month period

**Contractors shall have 3 years of verifiable experience in removing overgrown weeds, debris, litter including shrubs, bushes, trees that pose a hazard as determined by the city.**

**Please list your references as follows:**

<b>Name:</b> _____	<b>Contact:</b> _____
<b>Name:</b> _____	<b>Contact:</b> _____
<b>Name:</b> _____	<b>Contact:</b> _____

Awardee shall own or have unlimited and immediate access to the tools and equipment required to perform this work. These items include (but are not limited to):

- Tractor and bush hog
- Commercial-grade lawn mower
- Trimmers, hedge clipper, pruning shears, rake and shovel
- Other miscellaneous mechanical and hand tools generally necessary to carry out the abatement of overgrown properties in violation of state law.

*Lack of necessary equipment or equipment failure shall not be a valid reason for failure to complete work in a timely manner and shall be grounds to immediately terminate this agreement.*

Awardee shall bill the City upon completion of all work on a per parcel basis at the bid rate for that parcel size. **Any Parcels greater than 1 Acre will be billed at the 1 Acre rates times the number of acres or fraction thereof. All work shall be performed on the parcel and all adjacent right of ways including streets and alleys.**

In the event that weed abatement doesn't satisfy requirements, the City of Decatur reserves the right to send awardee back to the site to meet abatement requirements.

**Prices shall be per job and should include all labor, materials, equipment and any other costs incurred by the successful bidder.**

**Contractor shall bid for time spent on job site only - travel time or labor costs incurred by the contractor above contractor's bid amount are not eligible charges. Awardee shall submit the measurements of the parcel, including rights of way, in square feet with the invoice.**

**(1 Acre=43,560 square feet)**

Incomplete invoices will be returned to contractor for correction and/or completion prior to City's approval. The City will reimburse awardee for actual landfill fees on a per project basis (landfill receipts are mandatory and shall be submitted with invoice to be eligible).

The City may issue proceed orders by facsimile, email, by phone or verbally.

**Awardee will be subject to unannounced site visits by representatives of the City. The purpose of the visits will be to audit and verify the amount of work hours, workers used, equipment used and the quality of the work performed.**

Awardee will be required to submit before and after photographs of the offending property with invoice. Acceptable photos shall be a minimum of 6 - 4"X6" professionally processed color prints for all properties on which they perform abatements. Time is of the essence. Awardee shall commence all work within one (1) day of the issuance of the proceed order and shall complete all work within three (3) days of the order to proceed unless delayed by rain or other verifiable weather event.

Bidders shall possess a valid City of Decatur business privilege license and shall provide the City with a certificate of liability insurance of not less than \$1,000,000 general aggregate. *Evidence of possession of same shall be presented in the bidder's response. Bids from unlicensed or uninsured bidders shall be rejected.*

## 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	Statement of Non-Collusion Enclosed	
X	Original Signatures (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	City of Decatur Business License	
X	Contractor Safety Pre-qualification Form	

**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 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:			
_____			
_____			
_____.			
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 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 \_\_\_\_\_