

CITY OF JASPER, ALABAMA  
P. O. Box 1589  
400 19<sup>th</sup> Street West  
Jasper, Alabama 35502

Date: February 7, 2023

Bids to be opened at 11:00  
Date: February 28, 2023

To Whom It May Concern:

Sealed bids will be received by the City of Jasper, Alabama, at Purchasing Agent's office in Jasper, Alabama, until the above time and date, and then opened as soon thereafter as practicable.

\_\_\_\_\_  
Jessica Cook, Accountant/Purchasing Agent  
City of Jasper, Alabama

**Specifications:        GROUND MAINTENANCE SERVICE  
                              NEW PROSPECT CEMETERY**

**SEE ATTACHED SHEETS**

If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. Tax exemption certificates furnished upon request. City reserves the right to accept or reject all bids or any portion thereof.

TO BE COMPLETED BY BIDDER

We are in position to furnish the above at the prices shown and can make shipment within \_\_\_\_\_ calendar days after receipt of order. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the Bidder.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

\_\_\_\_\_  
Name of Firm  
By \_\_\_\_\_  
Name  
Title \_\_\_\_\_

(Bids made out in pencil will not be accepted.)

**ALL BIDDERS MUST USE OUR BID FORM AND SHOW ON ENVELOPE THE OPENING DATE.**

**CITY OF JASPER  
GROUNDS MAINTENANCE SERVICE  
NEW PROSPECT CEMETERY  
PUBLIC WORKS**

**SPECIFICATIONS**

**SCOPE:**

The City of Jasper is seeking to establish a contract to provide quality grounds maintenance service such as but not limited to providing mowing, non-chemical weed removal and other services as designated to the New Prospect Cemetery Area of the City of Jasper. The contract period shall be for a twelve-month period from the date of contract award with an option to issue a second and third contract with same pricing, terms and conditions and agreement by both parties for second and third twelve-month periods.

**City of Jasper is located at 770 Highway 5, Jasper, AL 35503. Inspections may be arranged by contracting Mickey Davis, Cemetery Director, at 205-385-2403.**

All bids can be held for a period of sixty days after bid opening before awarding the contract. Bids will be evaluated by area and/or total and may be awarded by area, group or total whichever is in the best interest of the City. The City reserves the right to use other vendors in the event contract vendor cannot provide product or service in time needed. The Public Works Director or his appointed representatives will establish and supervise the service cycles, schedules and performance levels. The work consists of furnishing all labor, materials, equipment, tools, service and supervision necessary to properly maintain the areas covered by this requirement. It shall be the full responsibility of the bidder to visit and inspect the proposed landscape maintenance sites.

Successful vendor shall maintain in force at its own expense all insurance required by any applicable federal, state or local statutes, laws, rules or regulations. Vendor shall obtain any and all federal, state and local permits and licenses required to execute the contract as described. Vendor further agrees to abide by all applicable federal, state and local codes, regulations statutes, ordinances and laws including but not limited to Equal Employment, Anti-Discrimination, Immigration, Wage and Salary, Drug Free Workplace and Disability. The vendor must maintain all necessary licenses, permits and insurance for the entire of this contract.

**EACH BIDDER MUST SUPPLY WITH THE BID A CERTIFICATE SIGNIFYING THE CONTRACTOR HAS THE FOLLOWING COVERAGE (BID WILL NOT BE CONSIDERED IF PROOF OF THE FOLLOWING IS NOT IN BID PACKET:**

- I. Workmen's Compensation – Mandatory
  - (A) Employer's Liability - \$ 100,000
  
- II. Comprehensive General Liability
  - (A) Limits of Liability
    - (1) Bodily Injury: \$ 1,000,000 each occurrence      \$ 1,000,000 aggregate
    - (2) Property Damage: \$100,000 each occurrence      \$ 100,000 aggregate
  
  - (B) Policy shall include the following types of coverage:
    - (1) Premises & Operations
    - (2) Independent Contractors
    - (3) Products & Completed Operations
    - (4) Broad Form Extended liability Endorsement

- (5) Contractual Liability (This insurance shall cover all contractual agreements, both oral and written, including, but not limited to, the hold harmless and indemnification agreements of Contractor set forth in this Contract in favor of Contractor)

III. Automobile Liability- Comprehensive Form

- (A) Limits of Liability  
Combined Single Limit - \$500,000
- (B) Uninsured Motorist  
Combined Single Limit - \$ 25,000

IV. Umbrella

- Limits of Liability - \$ 1,000,000
- Self-Insured Retention - \$ 10,000

Each bidder **must provide** three (3) references with a contact person and telephone number for similar jobs that its business has completed in the last two (2) years. Please include one (1) government agency if available.

The relationship of the Vendor and its employees to the City is that of independent contractors and not of employees of the City. Vendor and its employees shall not be entitled to any benefits that accrue to an employee of the City and shall not be covered by Workers' Compensation, leave, retirement, and group health insurance.

The City reserves the right to terminate this agreement with seven (7) calendar days written notice for:

- (1) Failure to perform in a manner deemed acceptable to the City,
- (2) Convenience, without cause and without prejudice to any right or remedy, whenever the City determines that such termination is in the best interest of the City.

Upon delivery of such notice by the City to the successful Bidder, the successful Bidder shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. Contractor will be considered in default of contract if/when they have not delivered the before mentioned responsibilities for a period of one scheduled date.

As soon as practicable after receipt of notice of termination, the Bidder shall submit a statement to the City for payment of that portion of the agreement successfully performed.

The successful Bidder's rights and duties awarded by the agreement may not be assigned to another without the written consent of the City signed by the City Purchasing Agent. Such consent shall not relieve the assignor of the liability in the event of default by the assignee.

The City reserves the right to waive minor variances from the specifications, provided these differences do not violate the specification intent, materially affects the operation for which the item or items are being purchased, nor increase the estimated maintenance and repair cost to the City.

Bid will be awarded to the lowest responsive and responsible bidder. The determination of lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, compatibility as required, other costs, or other objective and accountable factors which are reasonable.

All requests for interpretation of any portion of bid may be made to the City Purchasing Agent by either telephone (205) 385-7968 or email [PurchasingAgent@jaspercitey.com](mailto:PurchasingAgent@jaspercitey.com). All replies of any inquiry and advise, if deemed vital by the Purchasing Agent, will be made available to each prospective bidder.

All bids/proposals shall be submitted in the form and manner indicated by the bid documents and bid forms. Any bid /proposal which is not submitted in form and manner indicated which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for the purposes of making an award, or which alter any proposal terms, conditions specifications, or forms, which has not been previously by written addendum from Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive and shall be rejected. Any proposals that do not fully respond to all detailed specifications or requests for information including execution of proposal forms may be declared “non-responsive” and recommended for rejection.

Any disputes over the interpretation and and/or performance of conditions or responsibilities shall be resolved at sole discretion of City Purchasing Agent.

**CONTACT INFORMATION**

Any questions please contact:

Jessica Cook, Accountant/Purchasing Agent  
E-mail: [PurchasingAgent@jaspercitey.com](mailto:PurchasingAgent@jaspercitey.com)  
Phone: (205) 385-7968

**BID SHEET**

**SERVICE AREAS**

(A) New Prospect Cemetery \_\_\_\_\_per service call

**Bidder/Company Name:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, & Zip:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**GENERAL:**

The work in this Bid shall consist of the supervision, materials, equipment, labor and all other items necessary to complete said work. Contractor shall enforce the use of and provide personal safety protective clothing, footwear, eyewear, including all other safety materials needed to perform the job in a safe and orderly fashion.

**(I) GENERAL MAINTENANCE**

**(A) Debris & Litter**

(1) Removal of:

- Objects that are unsightly or present obstacles to mowing and other grounds maintenance operations including but not limited to:

- (I) Rocks in lawn areas
- (II) Wind and storm damage items
- (III) Paper, glass, trash, or debris deposited or blown onto the sites
- (IV) Tree limbs
- (V) Illegally posted signs within the public rights of way
- (VI) Grass clippings or debris caused by mowing, weed eating or trimming from adjacent walks, drives, gutters, curbs, parking lots or surfaces on the same day as mowed or trimmed.

(3) No clippings, or other landscape debris shall be allowed to stay in the vicinity of a storm water inlet/catch basin(s) or be allowed to enter into any body of water

(4) Blowing of grass clippings into hedges, shrub beds or roadway will not be permitted.

(5) Failure to follow these requirements may result in contract termination.

**(B) Weed Control**

(1) The cutting and/or removal of grass and weeds in areas that is not accessible to mowers due to obstacles by non-chemical means

(2) Grass trimmed during, or as an immediate operation following, mowing. Grass trimmed at the same height as adjacent turf is mowed, and as needed to remove all grass leaves from around all obstacles and vertical surfaces in the turf such as posts, trees, walls, cement medians

(3) Weed trimming may be accomplished by hand or hand powered shears or rotary nylon "fish line" cutting machines.

(4) Use special care when:

- Trimming around trees to limit damage to bark surface and/or the living cambium layer beneath,
- Trimming around sprinkler heads and other irrigation system fixtures to assure their proper water delivery function.

**(C) Damages**

- (1) Damage to landscape material due to any cause immediately corrected by Contractor
  - Includes up-righting and staking any fallen or leaning trees
  - Removal of dead or damaged material
  - Minor grading and replacement of sod displaced by vehicles.
  - Contractor must contact Public Works Director or his appointed representative within twenty four (24) hours of such repairs
- (2) Replace items damaged by maintenance operations or due to neglect to perform operations in accordance to contract specifications
  - Landscape
  - Irrigation
  - Structures
  - Headstones
- (3) If contractor fails to repair damages or replace damaged items the City reserves the right to repair the damage and back charge the Contractor the cost of all labor & materials needed. City will notify Contractor prior to repair or replacement.

(D) Mowing

- (1) Performed consistent with industry standards
  - Ensure smooth surface appearance
  - No scalping
  - No missed uncut grass
- (2) Mowers adjustable
  - Set at proper cutting height and level for grass type and turf condition
  - Blade height measured from level floor surface to plane of mower blade
  - Height of cut determined by Public Works Director or his appointed representative
- (3) Blades
  - Maintained sharp for even cut without tearing
- (4) Litter and debris removed prior to cutting
- (5) Avoid damage to:
  - Trees
  - Shrubs
  - Ground cover beds
  - Sprinkler heads, valves, manifolds and time clocks
  - Curbs
  - Grave markers/Headstones

- And all other obstacles

(6) Clippings and debris from mowing, weed eating or trimming removed same day from:

- Adjacent walks
- Drives
- Curbs and gutters
- Other structures
- Storm water inlets or basin areas
- Hedges, shrub beds, roadways and parking lots

(7) No mowing in areas when weather or condition of area may result in damage or Uneven cut

- Damage responsibility of Contractor

(8) Frequency

- As directed by Public Works Director or his appointed representative

**(II) RATES, BILLING AND RECORDS**

(A) Rates

(1) Prices based on per service call rate for each individual area

(2) Additional work must be priced separately and furnished with written approval by Public Works Director or his appointed representative

(B) Billing

(1) After each service call

- Contractor to submit invoices to Public Works Director or his appointed representative
- Job ticket to be signed approving work performed including dates and location of work and list separately all additionally work performed with signed job ticket
- City reserves the right to hold invoices thirty days to review and approve before payment is made

(C) Records

Contractor to maintain at principal office listed in bid adequate books and records relating to performance of work under this bid

**(III) SERVICE AT AREAS**

Grass and Weeds Maintenance