Date Issued: July 17TH, 2025 Bid No.: 25-030

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

**Description:** Delano Park Splash Pad Surfacing

Bids must be received by Tuesday, August 7<sup>th</sup>, 2025 at 2:30pm, at which submitted bids will be opened.

Bids will be publicly opened in the Purchasing Conference Room located at 701 Railroad St NW, Decatur, AL 35601.

Return the **original and (1) copy** of your **sealed and marked** bid to:

Regular Mail Courier

City of Decatur City of Decatur

Purchasing Department Purchasing Department

P.O. Box 488 701 Railroad Street NW, Suite B

Decatur, AL 35602 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

PRICE SHEET Opening Date: August 7<sup>th</sup>, 2025

Invitation to Bid No.: 25-030 Opening Time: 2:30PM

Description	Lump Sum Price	
Delano Park Splash Pad Surfacing	\$	
Warranty	Length (days, years, etc)	
Warranty on Product		
Warranty on Labor		

<sup>\*</sup>See page 3 for Specifications. A site visit can be arranged for evaluation by scheduling with Aaron Lang at <a href="mailto:alang@decatur-al.gov">alang@decatur-al.gov</a>.

Prices quoted above in all bids for goods and services 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.

•	A bid bond IS NOT required to	for this Bid	
• [	Evidence of insurance IS requ	ired for this Bid	
• [	Delivery can be made	days or	weeks after receipt of order.
	Terms: evaluation)	_ (Discounts offered in	n payment terms will be considered in the bid
•	Prices valid for acceptance wi	thin days	s (not to be less than 30 days)
Y	Contracts for services are for years, provided the terms of t This bid shall not be subcontr	the contract do not m	,
NOTE: F	OR THIS BID TO BE CONSIDE	RED RESPONSIVE, AL	L INFORMATION REQUESTED SHOULD BE
SUPPLIE	D, AS APPROPRIATE OR THE	ENTIRE BID MAY BE D	DISQUALIFIED. BID RESPONSE MUST BE IN
INK OR 1	TYPED WITH THE ORIGINAL S	IGNATURE INCLUDED	) <b>.</b>

Company

Bidder Signature

# **SPECIFICATION SHEET**

Invitation to Bid No.: 25-030 Opening Time: 2:30 PM

The City of Decatur, Alabama will accept sealed bids for the Splash Pad area at Delano Park with an aquatic surfacing. Existing finish is slick, concrete finish.

Opening Date: August 7<sup>th</sup>, 2025

Along with proposal, also include:

Reference of three (3) past jobs with contact information of customer representative Colors offered in surfacing finish

\*Note: Specifications based on PolySplash Aquatic Surfacing. More information can be found at flexground.com

# **Scope of the Project:**

Install approximately 1600 square feet of a POUR-IN-PLACE wet area surfacing system for the Splash Pad at Delano Park, located on the corner of 8<sup>th</sup> and Prospect Drive, Decatur, AL 35601. Site visits can be scheduled by contacting Aaron Lang at alang@decatur-al.gov.

Lump sum price should include any prep work needed on existing slick-finished concrete, installation, and completion of project.

### **Product Details:**

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.

PolySplash from FlexGround is an aquatic surface innovation that provides a slip-resistant surface for play and splash pad activity. PolySplash is a durable, chlorine-resistant, and UV stable surfacing. Product must be applied over existing slick-finished concrete.

System to be comprised of TPV rubber and liquid rubber composite. Product should be non-porous, slip-resistant, durable, with color options. Product should be resistant to rotting, cracking, and peeling. Product should be anti-microbial with a soft, flexible rubber feel.

While it is not mandatory that you provide the PolySplash brand from FlexGround, we are seeking a product with it's specifications.

# **Project Details:**

Desired splash pad surfacing area is approximately 1600 square feet. Existing slick-finished concrete must be prepared for product to be installed. Install Pour In Place Rubber Surfacing.

# Accessibility:

City of Decatur agrees to timely access of necessary areas on site for vendor to perform required services.

#### Site:

Installation quoted is based on a prepared level sub-grad not to exceed 2% slope. All excavation, drainage, removal of existing equipment, trees, etc. is by others unless specifically contracted in the Agreement.

## Machinery:

Should installation services require use of heavy machinery, all efforts should be made to minimize any damage to the site and be approved with the city's project manager.

#### **Permits:**

The City of Decatur agrees to obtain and bear all costs incurred regarding obtaining any necessary permits for services provided.

#### **Site Visit:**

We recommend a site visit, which can be scheduled by contact Aaron Lang at <a href="mailto:alang@decatur-al.gov">alang@decatur-al.gov</a>. Among other things, this will give opportunity to game plan and locate any potential underground hazards like underground utilities, rock, equipment, sprinklers, debris, poor draining areas, etc.

## **Site Security:**

Upon completion of installation, the City of Decatur agrees to secure the site for recommending cure time.

#### 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 e-mail or facsimile (fax) 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.

# There IS NO Bid Bond required for this bid.

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.

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.

An electronic version of this document is available from the City's website at www.decaturalabamausa.com

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
- 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

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	Submission Requirements	Items
Required	Check Sheet	Submitted
with Bid	X = REQUIRED; BLANK=NOT REQUIRED	(Bidders Initials)
X	Envelope Sealed and Marked w/bid # on	
	front	
X	Statement of Non-Collusion Enclosed	
X	Original Signatures (in ink)	
	Bid Bond or Check	
	Addendum	
Х	E-Verify form	
Х	Proof of Insurance	
X	References	
	Catalog	
Х	Send in on or before given time	
	Business License required when bid awarded	
Х	Contractor Safety Pre-qualification Form	

PLEASE CALL OR EMAIL THE PURCHASING DEPT IF YOU HAVE ANY QUESTIONS ABOUT THE BID REQUIREMENTS (256) 341-4520/PURCHASING@DECATURAL.GOV.