

## REQUEST FOR QUALIFICATIONS #24-024

Date Issued: July 8, 2024

The City of Decatur (“City”) will accept sealed Requests for Qualifications (RFQ) for the following services:

Description: **Certified 419 Tifway Bermuda for Jack Allen Sportsplex**

**Sealed and marked RFQ submissions must be received before: Thursday, July 25<sup>th</sup>, 2024 at 2:00pm at City of Decatur Purchasing Department**

Return sealed and marked RFQ submissions 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

**All questions or need for clarification shall be sent in writing via email to Jeremy Sherrill, City of Decatur, Purchasing Agent, at [jsherrill@decatur-al.gov](mailto:jsherrill@decatur-al.gov)**

### Standard Terms & Conditions

- RFQ response envelopes shall be properly identified on the front with the RFQ number, opening date and time.
- The Purchasing Department assumes no responsibility for late RFQ responses that occur due to the U.S. Postal Service or private courier service.
- RFQ responses and signature page must be submitted on this form in ink or typewritten or the RFQ will be rejected.
- RFQ responses must be received in the office of the Purchasing Department not later than the date and time specified above.
- The Purchasing Department will not accept facsimile (fax) nor email transmissions of RFQs.
- Changes or modifications of this RFQ are allowed only by written authority of the Purchasing Agent.

- The City of Decatur reserves the right to modify all or any portion of this RFQ when the best interest of the City is involved.
- All respondents shall maintain such insurance as will protect the respondent 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 RFQ. 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 RFQs when requested.
- Any individual, consultant, company, or corporation doing business with the City of Decatur must possess and show proof of all proper licenses and/or proper certifications required by Federal, state and local statutes and regulations prior to award.
- The City of Decatur reserves the right to terminate any contract resulting from this RFQ for just and reasonable cause whereby it appears to be in the best interest of the City.
- The successful respondent(s) 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 respondents performance under this contract.
- The successful respondent shall abide by all Federal, State, and Local Statutes, laws, regulations, and ordinances.
- An electronic version of this RFQ is available on the City's website at **<https://www.cityofdecatur.com/>** or by emailing **[purchasing@decatur-al.gov](mailto:purchasing@decatur-al.gov)**.
- The hard copy of the invitation to RFQ 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 RFQ could be considered grounds for rejection of the RFQ response.
- The City shall not be liable for any costs incurred by any firm responding to this request.
- Any information in a submission considered a trade secret or proprietary information will be protected under the Public Records Laws of the State of Alabama.

# LETTER OF QUALIFICATION

The undersigned have reviewed our enclosed submittals in response to the Request for Qualifications (RFQ) issued by the City of Decatur, Alabama (City).

We affirm that the contents of our RFQ submittal is accurate, factual, and complete to the best of our knowledge and belief and that RFQ is submitted in good faith upon express understanding that any false statement may result in the disqualification from consideration.

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate offices of each company shall sign.)

\_\_\_\_\_  
(Signature of Chief Executive Officer)

\_\_\_\_\_  
(Signature of Chief Financial Officer)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Type Name of Firm)\*

\_\_\_\_\_  
(Type Name of Firm)\*

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Dated:

\*If a joint venture, partnership, or other formal organization is submitting, each participant shall execute this Letter of Qualification.

# **Request for Qualifications for Certified 419 Tifway Bermuda Sod for Jack Allen Sportsplex**

## **Product Overview:**

The City of Decatur is seek qualification submissions for:

### **Product:**

Certified\* 419 Tifway Bermuda sod for the Jack Allen Sportsplex. \*As certified by the Southern Seed Certification Association, Inc. Auburn, Alabama, OR by the Georgia Crop Improvement Association.

### **Quantity:**

Approximately 495,000 square feet.

### **Specifications:**

- Must be received in 42" X 100' solid rolls (2-21" split rolls will not be accepted)
- Sod must be free of weeds and grown on sandy loam soil (rocky and clay soil will not be accepted)
- Field must be grown for a minimum of one (1) year
- Bid solicitations will include sod delivery to site
- Delivery must be made within 24 hours of request
- Sod must be delivered onsite between 6-8 AM CST
- Vendor must cover expense of any rejected sod
- Vendor must maintain turf until date of delivery
- Turf must be maintained at ¾" mowing height
- Vendor must have been in business for at least 5 years.

### **Submission Requirements:**

Interested firms should submit following information:

- a. **Company Resume:** A brief history of the firm, including years in business, location, and size. Should also include information on the company's expertise in sod production. If company has multiple offices, specify which office will handle the project.
- b. **Project Experience:** Provide a list of relevant project experience. This list should include project name, location, scope, and duration. Include any projects within the last 5 years with similar scope and value.

- c. **References:** Provide at least three (3) references from past clients who have received similar construction management services.
- d. **Compensation Structure:** The city of Decatur is NOT requesting for a fee/estimate at this time. No firm shall supply any rates in this submission.

### **Selection Criteria**

- a. Expertise and qualifications of proposed personnel
- b. Company experience and qualifications
- c. Experience
- d. References
- e. The City of Decatur will review RFQ and reduce the list of firms to three (3) finalists who will be interviewed at which time fees will be discussed. Site visits will be scheduled to view turf. Any questions or clarifications should be directed to the Project Manager: **Jeff Dunlap | p. 256-260-3575 | email. jdunlap2161@gmail.com**

### **Disclosures**

The City shall have no financial interest in the business of and shall not be liable for any debts or obligations incurred by the Consultant nor shall City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the Consultant, or in the sums earned or derived by Consultant, nor shall the Consultant at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an Independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Consultant are performed; but on the contrary, Consultant shall be wholly responsible therefore.

Consultant shall acknowledge that its identity and peculiar capacity to provide the services described hereinabove shall constitute a material consideration for the City's execution of a contract with Consultant. Therefore, Consultant shall not transfer or assign an awarded contract or any of the rights or privileges granted therein without the prior written consent of City; which such consent shall be granted or denied solely at City's discretion.

If selected, Consultant shall agree to comply strictly with all ordinances of the City of Decatur, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations

Consultant agrees that, if selected, it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of,

or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability.

### **Reservation of Rights**

The City reserves the right to:

- Amend, modify, or withdraw this RFQ
- Revise any requirements under this RFQ
- Accept any proposal deemed to be in the best interests of the City, and to reject any and all proposals.
- Require supplemental or clarifying information from any responding party, without having been deemed to have changed the terms of the RFQ.
- Extend the deadline for submissions of responses.
- Negotiate or hold discussions with any Consultant to supplement responses.

### **Additionally:**

The City may exercise all rights at any time without notice and without liability for expenses incurred in responding to any changes in the RFQ. Responses are prepared at the sole cost and expense of the Consultant.

Nothing stated at any time by any City agent or representative will effect a change or addition to the RFQ, unless confirmed in writing by the City.

All information submitted in response to this RFQ shall become the property of the City, and as such, may be subject to public review as public records.

Consultants acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liability incurred by the Consultant as a result of, or arising out of, responding to this RFQ.

The City shall release all public information concerning this RFQ and selection process, including selection announcements and contract awards. Anyone desiring to release information to the public shall receive prior written approval from an authorized agent of the City.

The City shall take all necessary and affirmative steps to assure that minority firms and women owned business enterprises compete.

Consultants shall not collude in any manner or engage in any practices with any other Consultant which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the City to reject the Consultant's submittal.