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Mayor
Stephanie Southerland
City Clerk
Romy Stamps
Finance Director



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P.O. Box 552 • Alexander City • Alabama 35011-0552 • (256) 329-6700
www.alexandercityal.gov

BID 23-08
CITY OF ALEXANDER CITY, ALABAMA
NATURAL GAS GENERAL CONTRACTOR SERVICES

The City of Alexander City, Alabama, is requesting Bid proposals for natural gas general contractor services, Alexander City, AL, per the attached specifications. These services include but are not limited to installation of natural gas mains and service lines, excavating and ground restoration services, directional boring services, emergency repair services, and materials associated with the projects. A full copy of the bid and all addendums may be obtained at [<https://alexandercityal.gov/rfps>]. Proposals must be submitted in writing to the Alexander City Clerk's office no later than April 4th, 2023. All proposals bid number and opening date on the outside of the envelope. Proposals must be mailed or hand delivered to the address below. No proposals will be allowed to be submitted via fax or email.

Pre-Qualifications: All proposals must be submitted by a general contractor who is licensed in the State of Alabama or state of reciprocity.

ADDRESS ALL RETURN ENVELOPES TO: CITY OF ALEXANDER CITY
CITY CLERK'S OFFICE
281 JAMES D NABORS DR
ALEXANDER CITY, ALABAMA 35010

BID SOLICITATION SCHEDULE

Public Notice of Bid:	February 28 th , 2023
Question Submission Deadline:	March 28 th , 2023 5:00pm CST
Bid Due Date:	April 4 th , 2023 2:30pm CST
Evaluation Period:	April 4 th – 14 th , 2023
Anticipated Award Date:	April 17 th , 2023

Overview of Current Operations

The Alexander City Gas Department is experiencing recent unprecedented growth in demand for services, and is looking to continue that growth with the expansion of territory, services, and maintenance. As such, we are turning to the private sector and seeking certified general contractors for assistance in current and future opportunities. It is our intent to potentially award this contract to multiple contractors. Work is to be assigned based on cost, scheduling, and the ability/qualifications to perform the work.

Contract Terms and Conditions

The City of Alexander City will publicly open and read aloud all bids on the date and time listed above. Bids are to be opened by the City Clerk at City Hall located at 281 James D Nabors Dr, Alexander City, Alabama. Bidders and authorized representatives are invited to be present at any bid opening.

Bids shall not be modified after the opening. Prices and notations should be in ink or typewritten on the form provided by the owner. All bid prices must be fully extended. Bids must conform to any attached detailed specifications to be eligible for consideration.

The term limit for this contract shall consist of an initial three year period, and shall automatically extend for a second three year period with the same term and conditions unless either party give written notice of its intention not to renew the agreement no less than 90 days prior to the expiration date. The maximum contract length shall be a total of six years. The start date of the contract shall begin on the date of the bid approval by the awarding authority. The anticipated award date for this contract is April 17th, 2023.

Proposed contract services shall be firm for a minimum of 90 days after the opening date.

Materials provided by the contractor shall be at a cost-plus percentage. When invoicing materials an itemized list of materials and cost shall be submitted. However, it is not necessary to provide initial invoicing from supplier to contractor, but they must be maintained for 90 days and made available upon request by the owner. Freight charges may be included with the cost of materials.

The City maintains the right to purchase and provide materials for use on any project, and further maintains the right to determine whether the materials provided are suitable for use. It is the contractor's responsibility to verify material suitability prior to placing an order.

All Federal, State, and Local License and Fee requirements will be applicable.

The Contractor must grant the City of Alexander City a 30-day net payment terms without penalty.

Contractor shall not begin work until a purchase order is supplied. The purchase order number must be included on all invoicing. We ask that Contractors submit monthly invoicing. Invoices should be sent to AP@alexandercityal.gov or by mail to the following:

City of Alexander City
Attn: Accounts Payable
PO Box 552
Alexander City, AL 35011

The City of Alexander City prefers vendors that provide a sole source responsibility for all products and services provided under a resulting contract. If the proposer requires the use of a third-party dealer, reseller or subcontractors to provide products or services, the proposer shall list the third party to be used and address how the products or services will be delivered.

No sales taxes of any kind are to be included in the bid prices. The City of Alexander City will furnish tax exemption certificates when necessary.

In accordance with the State of Alabama Law, a 3% variance consideration may be given to those vendors located within the City of Alexander City, City Limits and Police Jurisdiction.

Bidders must be enrolled and in full compliance with the E-Verify Program and all requirements of Alabama Immigration law, Act 2011-535 (also referred to as the “Beason-Hammon Alabama Taxpayer and Citizen Protection Act”, or H.B. 658), as amended by Act No. 2012-491, including in part and effective January 1, 2012.

Proposers shall state if an indemnity clause will be required of the City by the successful bidder. Proposers shall include a sample of any indemnity clause which may be required to be signed. Type of indemnity may be justification for rejection of the proposal.

The City of Alexander City requires that the trade reference form (attached) be completed.

By Section 41-16-5, Code of Alabama 1975, with the submittal of a RFP, the prospective vendor 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.

If the vendor employs any persons in the State of Alabama, in accordance with Section 31-13-9, Code of Alabama 1975, Proposers shall demonstrate proof of enrollment in the E-verify program by completing the enclosed E-verify affidavit, or providing some other proof of enrollment. If the proposer employs persons (anywhere), the award of the bid is condition on the bidder not knowingly employing, hiring for employment or continuing to employ an unauthorized alien within the State of Alabama. Upon awarding of the contract where a written contract is to be signed, the contract will contain a provision whereby the bidder promises not to violate Federal Immigration Law.

Contractor Requirements Continued

In addition to the above terms and conditions the contractor must be willing to meet and maintain the following requirements.

Provide Operator Qualification (OQ) records to the Alexander City Gas Department. Contractor shall not perform any task that onsite personnel are not qualified.

By Alabama Law, before beginning work valued in the amount of fifty thousand dollars or more, the Contractor must obtain and supply both performance and payment surety bonds to the City Clerk’s office. The performance bond shall be 100 percent of the total amount of the project. The payment bond

shall be 100 percent of the total value of materials to be used in the project. Both bonds will be returned to the Contractor upon full written acceptance of work.

The Alexander City Gas Department will maintain onsite personnel while the work is performed for inspection and documentation purposes. In the event that personnel aren't available, the contractor shall document the work performed with drawings and photographic evidence. All effort is to be made by both parties to aid the Gas Department to capture geographic information system (GIS) and GPS shots shall be taken prior to the covering of work.

Contractor shall provide drug screening management system information to fulfill FISA requirements.

The Gas Department prefers contractors who are willing to aid in the design work and any unforeseen changes necessitated by conditions in the field.

Contractor must provide traffic control plans, signage, and personnel.

Contractor must be willing to assist in the planning and obtaining of required State ROW permits and licenses.

The Contractor shall maintain the liability of the jobsite safety, employees, and all materials. The Contractor shall not be responsible for the actions of City employees.

Upon completion of work, the Contractor must test the work performed based on the operations manual set forth by the Alexander City Gas Department. A copy of the operations manual will be supplied upon request.

Contractor shall warranty all craftsmanship and materials used to perform the contract work for a period of one year following the finalization of testing and full written acceptance of work by the Owner.

Questions and Communications Regarding this Bid

All communications must be in writing, sent by email to Chris Hardy, Gas Department Superintendent [chris.hardy@alexandercityal.gov], Miles Hamlett, Purchasing Director [miles.hamlett@alexandercityal.gov], and Stephanie Southerland, Alexander City Clerk [stephanie.southerland@alexandercityal.gov]. The subject line of the email must include Bid 23-08. All questions must be received no later than March 28th, 2023 5:00pm CST.

A running response to all vendors' questions will be provided as an addendum. The addendum can be found on the City's website at [<https://alexandercityal.gov/rfps>].

Evaluation

The award will be made to the Bidder whose proposal conforms to all conditions and requirements within the specifications of this bid. In addition, the City of Alexander City reserves the right to consider the following during the evaluation period:

- (a) Award bids by Lump Sum or individual items unless otherwise noted by bidder. NOTE: No purchase will be made on Lump Sum awards until individual unit prices are furnished.
- (b) Award the bid to the lowest or best bidder, as determined by the Owner to be in the best interest of The City of Alexander City. Life cycle/maintenance costs will be taken into consideration.
- (c) Reject any or all bids and to waive technicalities when in the opinion of the City of Alexander City the best interest of The City of Alexander City will be served.
- (d) Make null and void the purchase order with the successful bidder if delivery cannot be made at the specified time.
- (e) In accordance with the State of Alabama Law, a 3% variance consideration may be given to those vendors located within the City of Alexander City, City Limits and Police Jurisdiction.
- (f) Ability to deliver goods and services in a timely manner.
- (g) Warranty
- (h) Suitability for use by the owner.

BID 23-08
CITY OF ALEXANDER CITY, ALABAMA
NATURAL GAS GERNERAL CONTRACTOR SERVICES

Proposer (Vendor or Contractor) Name: _____
Representative: _____
Address: _____
City: _____
State, Zip Code: _____
Phone: _____
Email: _____

Total Proposal Amount \$ _____

E-verify Affidavit Complete Y or N _____ / Proof of E-verify Enrollment Included Y or N _____

Trade References Provided Y or N _____
(If you are a new Vendor for Alexander City, please fill out the trade reference form.)

Proof of General Liability Insurance Included Y or N _____
(\$1,000,000.00 Minimum)

Will be able to make delivery and installation within _____ days of receipt of order.

Do all items bid meet or exceed the required specifications? _____ Y/N If no, please highlight and provide documentation detailing the reason for the deviation from the specifications.

Non-Collusion Statement: By signing this bid form the bidder certifies that this bid is made without reference to any other bid and without any agreement, understanding, collusion or combination with any other person(s) in reference to the bid.

Signature of Bidder Representative: _____

Date Signed: _____

STATE OF:

COUNTY OF:

AFFIDAVIT

Before me, the undersigned authority, personally appeared _____ (affiant) who, being by me first duly sworn, doth depose and say as follows:

I _____ (name), on behalf of _____ (business entity), and with lawful authority to act in its behalf, attest to the following from personal knowledge:

1. _____ (business entity) does not knowingly, hire for employment, or continue to employ any unauthorized aliens in the State of Alabama; and
2. _____ (business entity) is enrolled in the E-Verify Program as shown by the attached documentation; and
3. _____ (business entity) does and will utilize E-Verify Program to verify the employment status of employees and potential employees according to federal rules and regulations; and
4. _____ (business entity) shall acquire from its subcontractors notarized affidavits that they will not knowingly employ, hire for employment or continue to employ unauthorized aliens, that they will enroll in the E-Verify Program before performing any contract work or providing any product, and that they shall attach to the affidavits, documentation establishing their enrollment in E-Verify as required by Act No. 2011-535.

Signature of Affiant

I, the undersigned Notary Public, in and for said County and State, hereby certify that _____ whose name is signed to the foregoing Affidavit, and who is known to me, acknowledged before me on this date that, being informed of the contents of the above and foregoing affidavit, he/she as an officer of _____ (business entity) and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and official seal of office this _____ day of _____, _____.

Notary Public

TRADE REFERENCE FORM

Name of Government Organization or Business: _____

Point of Contact: _____ Phone: _____

Address: _____ State: _____ Zip: _____

Scope of Project(s) Completed or Description of Item(s) Sold: _____

Name of Government Organization or Business: _____

Point of Contact: _____ Phone: _____

Address: _____ State: _____ Zip: _____

Scope of Project(s) Completed or Description of Item(s) Sold: _____

Name of Government Organization or Business: _____

Point of Contact: _____ Phone: _____

Address: _____ State: _____ Zip: _____

Scope of Project(s) Completed or Description of Item(s) Sold: _____
