



281 James D. Nabors Drive • Alexander City • Alabama 35011-0552 • (256) 329-6700
www.alexandercityal.gov

RFP 24-01

Request for Proposals for Demolition Services

INTRODUCTION

Through this Request for Proposals (“RFP”), the City (“City”) seeks proposals from qualified building demolition contractors for the demolition of two vacant, commercial buildings located at 1 Court Square, Alexander City, AL 35010. Demolition work will include the demolition and removal of building, asbestos, basements, and foundations.

INSTRUCTIONS

The City of Alexander City, Alabama, is requesting proposals (RFPs) for the demolition services per the attached scope of work. A full copy of the RFP and all addendums may be obtained at [<https://alexandercityal.gov/rfps>]. Please submit two (2) originals and two (2) copies of your proposal to the City Clerk. Proposals must be submitted in writing to the Alexander City Clerk’s office no later than 2:00 p.m. on Wednesday, September 27, 2023. Proposals must be mailed or hand delivered to the address below. No proposals will be allowed to be submitted via fax or email. Bidders must label the outside of the bid envelope with “RFP 24-01 DEMOLITION SERVICES”.

Pre-qualification for Submitting a Proposal: All proposals must be submitted by general contractors who are licensed in the State of Alabama or a state of reciprocity. Potential contractors must also be able to demonstrate expertise and knowledge in regards to performed contracted work by submitting trade references to projects of similar size and scope.

Address all 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 RFP: August 21, 2023
On Site Inspection: September 6, 2023 at 1:00 p.m.
Question Submission Deadline: September 13, 2023, 4:30 pm CST
RFP Due Date: September 27, 2023, 2:00 pm CST
Evaluation Period: September 28, 2023 – October 31, 2023
Anticipated Award Date: November 6, 2023
Contract Proceed Date: May 1, 2024
Contract Completion Date: September 30, 2024

There will be a pre-bid onsite inspection on the date listed above. Prospective bidders are encouraged to attend to view conditions. Respondents are advised that all submissions (including those not selected for engagement) may be made available to the public on request upon completion of the process and award of a contract(s). Accordingly, any information included in the proposal that the respondent believes to be proprietary or confidential should be clearly identified as such.

SCOPE OF WORK

The Scope of Work is set forth in Attachment A.

CONTRACT TERMS AND CONDITIONS

The City will publicly open and read aloud all proposals on the date and time listed above. Proposals are to be opened by the City Clerk at the Municipal Complex located at 281 James D. Nabors Dr., Alexander City, Alabama. Contractors and authorized representatives are invited to be present at any RFP opening.

Proposals shall not be modified after the opening. Prices and notations should be in ink or typed on the form provided by the owner. All prices must be fully extended. RFPs must conform to any attached detailed contract terms and scope of work to be eligible for consideration.

The start date of the contract shall begin on May 1, 2024; pending the approval by the awarding authority.

The 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 subcontractor and suppliers to be used and address how the products or services will be delivered.

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

Payments: Prior to the submittal of invoices for payment, the contractor must confer with City's onsite inspector and reach an agreement to the percentage of completion. Monthly payment request may be submitted by invoice to the City's Accounts payable by email to AP@alexandercityal.gov or by mail to:

City of Alexander City
Attn: Accounts Payable
281 James D Nabors Dr
Alexander City, AL 35010

All invoices shall include City supplied purchase order number and signature of onsite inspector.

Retainage and Final Payment: In accordance the State of Alabama bid law, the City shall hold in retainage the first five percent (5%) of payment request. Retainage and final payment shall be held until final completion and acceptance of all work covered by the contract. Upon the contractor's completion and the City's acceptance of all work required, the final amount due shall be paid upon the contractor's presentation of the following items:

- a. A properly executed and duly certified voucher for payment.
- b. A release, if required, of all claims and claims of lien against the awarding authority arising under and by virtue of the contract, other than such claims of the contractor, if any, as may be specifically excepted by the contractor from the operation of the release in stated amounts to be set forth therein.
- c. Proof of advertisement as provided by law.

In addition to the previous required qualifications for release of retainage and final payment, all “Nonresident Contractors” to the State shall provide proof that all taxes due to the State of Alabama have been paid in full.

Bonding – the following bonds shall be executed and made payable to the City of Alexander City. All bonds must be filed with and held by the City Clerk’s office:

A Bid / Proposal Bond shall be executed in the amount of five percent (5%) of the total proposed amount, but shall not exceed ten thousand dollars (\$10,000.00). The bond shall be presented within the proposal packet. All bid / proposal bonds shall be returned to the proposer after the contract’s award.

A Performance Bond shall be executed in the amount of one-hundred percent (100%) of the total proposed amount. The performance bond shall only be required of the awarded contractor, and shall be filed after the award of the contract but prior to the beginning of all work.

A Payment Bond shall be executed in the amount of one-hundred percent (100%) of the total of all material and sub-contracted labor cost.

Worker’s Compensation and Indemnification – Prior to beginning work, the awarded contractor must furnish proof of worker’s compensation coverage for employees and subcontractors. Worker’s compensation coverage shall comply with all State of Alabama coverage requirements and limitations. In addition, the awarded contractor hereby agrees to indemnify the City from all liability including bodily injury and/or property damage, to the extent that the bodily injury or property damage was directly or indirectly caused by the actions of the Contractor’s employees, subcontractors, or anyone else employed by the contractor as a result of this contract.

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

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.

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.

ITEMS TO BE INCLUDED WITH YOUR PROPOSAL

A. General Firm Information

1. Provide a brief description of your firm, including but not limited to the following:

a. Name of the principal(s) of the firm

- b. Name, telephone number and email address of a representative of the firm authorized to discuss your proposal.
- c. Address of all offices of the firm.
- d. Number of Partners, Associates, Contracted personnel and support staff proposed for this project.

B. Experience and Resources

1. Identify the Principal, Partners, Associates and Contracted Personnel that would be involved in providing services to the City. Provide appropriate background information and identify what their responsibilities would be in serving the City. Describe your firm and its capabilities. In particular, support your capacity to perform the Scope of Work.
2. Years of experience and detailed qualifications in performing the range of demolition services on various property types in compliance with NESHAP standards, including team's resumes. Past projects will be reviewed to determine if the respondent has successfully completed projects similar in nature and scope. Respondents should provide narrative examples of three (3) projects that are similar in nature to projects described in the RFP.
3. If you engage independent contractors, how many to you intend to hire? Do you intend to cover them with workers compensation? (All independent contractors will be required to have worker's compensation coverage, which will be the responsibility of the respondent)
4. Capacity to complete the demolition of multiple structures within a short period of time. Please provide the number of properties your company has boarded in the past year.
5. Plan for recycling or waste management of used construction materials in a timely manner.
6. Identify any material litigation, administrative proceedings or investigations in which your firm is currently involved. Identify any material litigation, administrative proceedings or investigations, to which your firm or any of its principal, partners, associates, subcontractors or support staff was a party, that has been settled within the past two (2) years.

C. Cost and Delivery

1. Please provide a pricing proposal that includes the mobilization (base) charge and the cost for the demolition of the structures, including all labor, materials, products, permits, authorizations, inspections, disposal fees and all other fees and expenses necessary to complete the work. The Contractor will sign a fixed price contract for all work and services within the scope of work. An 10% overage for unforeseen occurrences will be allowed.
2. Demolition must be completed no later than **September 30, 2024**.

D. Miscellaneous

1. The City encourages the participation of persons of color, women, persons with disabilities and members of other federally and State-protected classes. Describe your firm's affirmative action program and activities. Include the number and percentage of members of federally and State-protected classes who are either principals or senior managers in your firm, and, if applicable, a copy of your Minority- or Women-Owned

Business Enterprise state certification.

2. Discuss any topics not covered in this RFP that you would like to bring to the City's attention.

QUESTIONS AND COMMUNICATIONS

All communications must be in writing, sent by email to Amanda Thomas, Community Development Director [Amanda.thomas@alexandercityal.gov] and Stephanie Southerland, City Clerk [stephanie.southerland@alexandercityal.gov]. The subject line of the email must include RFP 24-01 Demolition Services. All questions must be received no later than September 8, 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 AND SELECTION

A selection committee consisting of the City employees (the "Committee") will review all proposals and make a determination based on the following factors:

- Professional capacity to undertake the Scope of Work
- Thorough knowledge of on-site conditions and scope of work.
- Proposed cost.
- Ability to complete the project by September 30, 2024.
- Previous work experience and performance with the City and/or similar organizations.
- Award RFP by Lump Sum or Itemized Basis unless otherwise noted by bidder. NOTE: No purchase will be made on Lump Sum awards until individual unit prices are furnished.
- Award the RFP to the lowest or best bidder, as determined by the Owner to be in the best interest of the City.
- Reject any or all proposals and to waive technicalities when in the opinion of the City the best interest of City will be served.
- Make null and void the purchase order with the successful bidder if delivery cannot be made at the specified time.
- 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.
- Ability to deliver goods and services in a timely manner.
- Suitability for use by the owner.
- References.
- Other pertinent information submitted.

The City may invite one or more finalists to make presentations. It is important that all information requested in the RFP is included in your submission. Omission of any information may cause the submission to be declined as non-responsive.

By this RFP, the City has not committed itself to undertake the work set forth. The City reserves the right to reject any and all proposals, to rebid the original or amended scope of services and to enter into negotiations with one or more respondents. The City reserves the right to make those decisions after receipt of responses. The City's decision on these matters is final.

The final scope of services will be negotiated and modified as site conditions warrant. Ongoing deliverables and modifications to the work scope will be made by The City executive team.

For additional information contact: Amanda F. Thomas, amanda.thomas@alexandercityal.gov or (256) 329-6717.

ATTACHMENT A

SCOPE OF WORK

DEMOLITION SERVICES

The City seeks to engage qualified building demolition contractors to assist Alexander City's Community Development Department in the demolition of a vacant, commercial property located at 1 and 4 Court Square, Alexander City, AL 35010. Demolition work will include the demolition and removal of building, basements, and foundations, as well as, the demolition and removal of site improvements and foundation landscaping, as more particularly described below. The project will need to start no earlier than **May 1, 2024**, and must be completed by **September 30, 2024**. The successful respondent shall be referred to herein as the "Contractor."

CONTRACT

The Request for Proposals to which this Scope of Work is attached, and of which this Scope of Work is a material part, together with Contractor's proposal, shall form the basis of a service contract to be entered by the parties.

SUMMARY

This Scope of Work includes the following components with respect to the Property:

1. Removal and disposal of asbestos in accordance with State of Alabama Asbestos Abatement Specifications and the federal Clean Air Act (and all implementing regulations).
2. Demolition and removal of building, asbestos, basements, concrete/asphalt slabs, and foundations.
3. Demolition and removal of site improvements, including but not limited to foundation, parking slab, retaining wall, concrete sidewalk.
4. Installation of soil erosion-sedimentation control as required by ADEM regulation. Best practices for erosion control are expected during the entire project.

DEFINITIONS

Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the property of the City.

Existing to Remain: Protect items indicated to remain against damage during demolition.

QUALITY ASSURANCE

Contractor shall comply with all applicable EPA, state and local notification regulations before starting demolition. Contractor shall comply with hauling and disposal regulations of authorities having jurisdiction; all other codes, standards, regulations, and workers' safety rules that are administered by federal agencies or state agencies and any other local regulations and standards (i.e., building codes) that may apply. The demolition contractor must secure all local permits. By submitting a proposal, Contractor affirms that they have familiarized themselves with the legal requirements (federal, state, and local laws, ordinances, rules and regulations) and other conditions which may affect performance of this Scope of Work.

PROJECT CONDITIONS

The buildings to be demolished are vacant. The City shall make its best efforts to maintain the site existing conditions the time of inspection for bidding purposes.

Contractor must comply with any/all required demolition permits required by local authorities and ordinances. Contractor will not be permitted to store any removed items or materials on-site.

EXAMINATION

Contractor must survey existing site conditions and make an independent determination as to the extent of demolition required and the existence of any hazardous materials or conditions. Contractor must survey the condition of the buildings to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during demolition. Contractor must perform regular site examinations as the work progresses to detect hazards resulting from demolition activities.

PREPARATION

The City has cut and/or capped most utilities including water, gas, electricity, and sewer; contact AL811 and coordinate identification of all underground utilities prior to demolition.

Access to the Fire Station 1 must be keep clear at all times.

The Contractor must make all preparations to secure and protect the following components, which shall survive all demolition work and remain on the Property:

Area Adjacent to Former Police Station:

1. Concrete and brick sidewalks located on the exterior portions of the site along Main Street.
2. Concrete and brick pavers located at the front entrance of the former Police Department.
3. Flag pole
4. Historic marker
5. All decorative lighting fixtures.
6. Both entrances and clock are to be salvaged for future use.
7. The tree located near the flag pole.
8. Electrical transformer and meter box that is attached to the building.

Area Adjacent to Former City Hall

9. Concrete and brick sidewalk located along Main Street.
10. First two sections of the brick and concrete sidewalk located near the cross walk adjacent to Main Street.

Contractor must drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.

Contractor must employ a certified, licensed exterminator to treat the building and to control rodents and vermin before and during demolition operations.

Contractor shall not obstruct streets, walks, or other adjacent occupied or used facilities without permission from the City and authorities having jurisdiction. Contractor shall provide alternate routes around closed or obstructed traffic ways if required by governing regulations. Furthermore, Contractor shall arrange for police detail as required during demolition activities.

Contractor must erect temporary protection such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.

EXPLOSIVES

The use of explosives will not be permitted.

POLLUTION CONTROLS

Under the authority of Section 112 of the Clean Air Act, as amended, 42 U.S.C. 1857 (C-7) (the “Clean Air Act”), the U.S. Environmental Protection Agency (“EPA”) promulgated National Emission Standards for Hazardous Air Pollutants. See 38 F.R. 8820. Asbestos was designated a hazardous air pollutant, and standards were set for its use and to control asbestos emissions. It was determined that one significant source of asbestos emissions was the demolition of certain buildings and structures. In keeping with the Clean Air Act, Contractor shall cooperate with EPA personnel and allow EPA personnel to freely enter the demolition site, review any records, inspect any demolition method, and sample or observe any omissions.

All demolition operations conducted by Contractor are to be in compliance with applicable provisions of Section 112 of the Clean Air Act and 40 C.F.R. Part 61.

By responding to this RFP Contractor acknowledges that Sections 113(c)(1) and (2) of the Clean Air Act carry penalties and fines for non-compliance.

Contractor must use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Contractor must comply with all applicable environmental protection regulations, including DEM Regulation #5 – Fugitive Dust.

Contractor must not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.

Contractor must remove and transport debris only in a manner that will prevent spillage on adjacent surfaces and areas.

Contractor must clean adjacent buildings and improvements of dust, dirt and debris caused by demolition operations, and return adjacent areas to the conditions existing before the start of demolition.

Contractor shall limit hours of operation, including staging and set up, to daylight hours only. Special hours of operation outside the normal hours must be approved in advance by the City. Contractor shall limit noise pollution at all times to prevent objectionable conditions.

DEMOLITION

Buildings Demolition: Subject to the exceptions listed above, Contractor shall demolish all buildings, structures, facilities, and other debris (including brush) that comprise the Property, and completely remove same from the site. Contractor shall perform demolition operations in accordance with all applicable laws and regulations and the following general policies:

- Ensure minimum interference with roads, streets, walks, and other adjacent occupied and used

facilities. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area.

- Dispose of demolished items and materials promptly. On-site storage of removed items is prohibited.
- Break up and remove concrete and asphalt slabs on grade, unless otherwise shown to remain.
- Remove air-conditioning equipment without releasing refrigerants.
- Remove structural framing members to ground to avoid free fall and to prevent ground impact and dust generation.

Below-Grade Construction: Demolish foundation walls and other below-grade construction, as follows:

- Basement Excavation
- Below grade structures, foundation and basement slab shall be completely removed.

Special Conditions: The Contractor shall preserve all surrounding buildings and property. Contractor should note the proximity of surrounding buildings. Any damage to surrounding buildings or property will be promptly repaired by the Contractor at its sole expense.

DISPOSAL OF DEMOLISHED MATERIALS

General: Contractor must promptly and properly dispose of demolished materials. Contractor may not allow demolished materials to accumulate on-site, and may not burn demolished materials.

Landfill Disposal: Contractor shall transport all demolished materials off-site and legally dispose of them. The contractor may only dispose of accepted materials in the City's inert landfill a no charge. All non-acceptable materials must be transported and disposed of legally off-site. **Contractor must supply the City with copies of all landfill and disposal receipts other than the City's inert landfill.** A list of acceptable items for the North Central Inert Landfill can be viewed on the City's website, <https://alexandercityal.gov>.

RFP 24-01
CITY OF ALEXANDER CITY, ALABAMA
DEMLITION SERVICES

Proposer (Vendor or Contractor) Name _____

Representative _____

Address _____ City _____ State _____ Zip _____

Phone: _____ Email: _____

General Contractor's License Number: _____ State: _____

TOTAL PROPOSED 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 start project by: _____ (Date)

Will be able to complete project by: _____ (Date)

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 _____

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: _____
