

Curtis "Woody" Baird  
Mayor  
Stephanie Southerland  
City Clerk  
Romy Stamps  
Finance Director



CITY COUNCIL  
Audrey "Buffy" Colvin  
Council President  
Scott Hardy  
President Pro Tempore  
Bobby L. Tapley  
John Eric Brown  
Chris Brown  
Jimmy Keel

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

**BID 23-15**  
**CITY OF ALEXANDER CITY, ALABAMA**  
**PUBLIC WORKS**  
**RED LIGHT REPAIR AND UPGRADE PROJECT**

The City of Alexander City, Alabama, is requesting proposals for the repair and upgrade of various redlights located throughout the City for use by the Public Works Department, Alexander City, AL, per the attached specifications. 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 25<sup>th</sup>, 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 of \$50,000.00 and more 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:	April 4 <sup>th</sup> , 2023
Question Submission Deadline:	April 18 <sup>th</sup> , 2023, 5:00pm CST
Bid Due Date:	April 25 <sup>th</sup> , 2023 2:00pm CST
Evaluation Period:	April 25 <sup>th</sup> – 30 <sup>th</sup> , 2023
Anticipated Award Date:	May 1 <sup>st</sup> , 2023

## **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 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 May 1<sup>st</sup>, 2023.

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

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

Freight charges and fees are to be included in the bid

All prices and percentages must be firm for the full term of the contract.

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

The City of Alexander City prefers contractors 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.

### **Questions and Communications Regarding this Bid**

All communications must be in writing, sent by email to Drew Meacham, City Engineer and Public Works Director [[drew.meacham@alexandercityal.gov](mailto:drew.meacham@alexandercityal.gov)], Miles Hamlett, Purchasing Director [[miles.hamlett@alexandercityal.gov](mailto:miles.hamlett@alexandercityal.gov)], and Stephanie Southerland, Alexander City Clerk [[stephanie.southerland@alexandercityal.gov](mailto:stephanie.southerland@alexandercityal.gov)]. The subject line of the email must include Bid 23-15. All questions must be received no later than April 18<sup>th</sup>, 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 23-15**  
**CITY OF ALEXANDER CITY, ALABAMA**  
**PUBLIC WORKS**  
**RED LIGHT REPAIR AND UPGRADE PROJECT**

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

**Total Proposal Amount \$** \_\_\_\_\_

Bid Bond or Cashier's Check included Y or N \_\_\_\_\_ (All bids of \$50,000.00 or more must include a bid bond or cashiers check drafted by an Alabama bank in the amount equal to 10% of the bid price but not to exceed \$10,000.00.)

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**

**\*The completion of this form is not necessary if you have been awarded contracts or conducted business with the City of Alexander City within the last five years.**

Name of Government Organization or Business: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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Name of Government Organization or Business: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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Name of Government Organization or Business: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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## SCOPE OF WORK AND SPECIFICATIONS

The following is a list of intersections and scope of work to be performed at each.

### **Hwy 63 @ “5 Points” (Jefferson St, Semmes St, Circle Dr, and Hillabee St)**

Replace Phase 2B, approximately 324 feet

### **Hwy 22 @ US 280 and Lee Street**

Replace Phase 7, approximately 574 feet

### **Hwy 63 @ US 280**

Replace Phase 4, approximately 424 feet

Replace Phase 7, approximately 524 feet

### **Hwy 63 @ US Post Office**

Replace Phase 5, approximately 620 feet

### **US 280 @ Lee St**

Install New Traffic Control Unit

Install New Cobalt Controller

See attached arial map and pictures for exact intersections and phases that are in need of repair. The

- Contractor shall be responsible for furnishing the control units all related materials and supplies for the scope of work listed above. All materials used shall be certified for use for this application, and repair parts shall be readily available for purchase.
- Shipping and freight charges are to be included in the bid pricing.
- All completed work shall comply with the latest Alabama Department of Transportation Traffic Signal Design Guide & Timing Manual.
- Where work zones are located on or adjacent to Alabama highways, the contractor shall obtain any and all necessary state issued permits.
- Contractor shall be responsible for the coordination in the locating of underground utilities prior to work commencing.
- Contractor shall be responsible for the temporary traffic control throughout the work zone and the provision of all control devices, signage, and flagging personnel.
- The City of Alexander City shall provide an onsite inspector to assist contractor personnel with the coordination with other City entities and approve all work performed.
- Contractor shall not leave an intersection without returning the traffic signals to operation. The City inspector shall be responsible for determining when the intersection is safe for citizen use. The contractor shall leave all temporary traffic control in place until that determination has been made.
- Contractor shall work with the Alexander City Engineers Office to schedule dates and times for work to be completed. A minimum of one week’s notice will be given to the Engineer’s office to coordinate road closures and above traffic control plans.
- Contractor shall be responsible for and maintain ownership of all materials used in conjunction with the project until the City inspector signs off on the completion of the work. Once the inspector signs off on the completion of work the City shall assume full ownership of the equipment and materials, The date of signing shall establish the start date of the warranty.



- The Contractor shall be responsible for the provision and safe guard of all equipment, debris containers, and labor used in relation to this project.
- A clean and safe work zone shall be maintained during the entirety of the project, and the contractor shall be responsible for the cleanup and hauling away of all debris daily.
- Payment for completed work may be requested once the inspector has signed off and ownership has been transferred. Payments are to be submitted to the City's finance office, and Net 30 payment terms shall be granted without penalty. Invoices can be sent by email to [AP@alexandercityal.gov](mailto:AP@alexandercityal.gov) or by mail to :
  - City of Alexander City
  - Attn: Accounts Payable
  - PO Box 552
  - Alexander City, AL 35011
- Warranty for all workmanship shall be for a minimum of one year.

**BID FORM 23-15**  
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<b>Location</b>	<b>Description of Work</b>	<b>Line Total</b>
Hwy 63 @ "Five Points"	Phase 2B, 324 Feet	
Hwy 22 @ US 280 and Lee St	Phase 7, 574 Feet	
Hwy 63 @ US 280	Phase 4, 424 Feet	
	Phase 7, 524 Feet	
Hwy 63 @ US Post Office	Phase 5, 620 Feet	
US 280 @ Lee St	Furnish and Install New Traffic Control Unit	
	Furnish and Install New Cobalt Controller	
All Locations	Mobilization and Traffic Control	
	<b>Grand Total:</b>	