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Amanda F. Thomas
City Clerk
Romy Stamps
Finance Director



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www.alexandercityal.gov

BID 23-02
CITY OF ALEXANDER CITY, ALABAMA
FIBER OPTIC CABLE PROJECT

The City of Alexander City, Alabama, is requesting bids for the purchase and installation of a fiber optic network cabling consisting of underground and aerial infrastructure located from the Municipal Complex to the outlying locations within 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 October 25th, 2022. All proposals must state Alabama general contractors number, 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. There will be a pre-bid meeting for this bid, but attendance will not be required for the submittal of a bid.

Pre-Qualifications: All bidders must be a licensed general contractor in the State of Alabama or a 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:	October 4 th , 2022
Question Submission Deadline:	October 19 th , 5:00pm CST
Pre-Bid Meeting:	October 12 th , 9:00am CST
Bid Due Date:	October 25 th , 2:00pm CST
Evaluation Period:	October 26 th – November 4 th , 2022
Anticipated Award Date:	November 7 th , 2022

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. Please state brand and delivery date of each item quoted.

Each bid of \$50,000.00 or more must be accompanied by a cashier's check drawn on an Alabama Bank, or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, made payable to the City of Alexander City, Alabama, for an amount equal to five percent (5%) of the total bid amount but no more than \$10,000.00, as a bid guarantee. Such checks, or bid bonds will be returned to all except the accepted bidder within three (3) days after awarding of contracts.

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 November 8th, 2022.

After awarding of the bid, but prior to the beginning of work; the successful contractor must furnish and file with the City Clerk's office and acceptable surety bond (Performance Bond) in the amount equal to 100 percent of the contract bid price. In addition, another surety bond (Payment Bond) shall be executed in the amount of fifty percent of the contract price for the obligation that the contractor(s) shall promptly make payment to all person supplying labor, materials, or supplies for or in the prosecution of the work provide in the contract, and for the payment of attorney's fee incurred by successful claimants or plaintiffs in civil actions on the bond.

The contractor must warrant and guarantee workmanship and materials for which the contractor is responsible to be free from defects for a period of one year following final approval of the project. The City of Alexander City shall retain the right to cancel the contract upon written notice at any time.

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

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 taxes of any kind are to be included in the bid prices. The City of Alexander City will furnish tax exemption certificates when necessary.

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

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.

All prices quoted are to be F.O.B. Alexander City, Alabama.

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.

The City of Alexander City requires that the trade reference form (attached) be completed and projects of similar size and scope be listed.

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 Joe Milam, IT Director, Project Manager [joe.milam@alexandercityal.gov], Miles Hamlett, Purchasing Director [miles.hamlett@alexandercityal.gov], and Amanda Thomas, Alexander City Clerk [amanda.thomas@alexandercityal.gov]. The subject line of the email must include Bid 23-02. All questions must be received no later than October 19th, 2022 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) The intent is to award this project in its entirety based on Total Bid Price
- (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 23-02
CITY OF ALEXANDER CITY
FIBER OPTIC CABLE 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 _____
(5% of total bid amount or \$10,000.00; whichever is the lesser 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.
Work on the project shall begin upon receiving materials obtainable enough to begin the project,
and must be finished within 120 calendar days.

Technical Literature of Product(s) Proposed Included Y _____ or N _____
(Please include detailed drawings and with options being shown, standard drawings may be considered as non-responsible)

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: _____

BID FORM & SPECIFICATIONS

Quantity	Unit	Description of Work	Sub Totals
1	Each	Mobilization	
1	Each	Permitting, Bonds, Utility Location Services, and Traffic Control	
1	Each	Alexander City Municipal Complex (Tie In to Site #1 to HH #3 Elkahatchee Dr)	
1	Each	Alexander City Airport (HH #3 to Site #2 Airport Terminal Hub "A")	
1	Each	Fire Station Site # 3 (Site #2 Hub "A" Airport Terminal to Site #3 Coil at Pole)	
1	Each	Sugar Creek Waste Water Treatment Plant (Site #2 Hub "A" Airport Terminal to Site #4 Sugar Creek Treatment Plant)	
1	Each	Sportplex Eva Fuller Community Center (HH #3 to Site #5 Community Center Hub "B")	
1	Each	Sportplex Security Office (Site #5 Hub "B" to Site #6 Park Security & Site #10 Upper Ball Field)	
1	Each	Sportplex Lower Bal Field Concession Stand (Site #5 Hub "B" to Site #7 Lower Ball Field)	
1	Each	Sportplex Maintenance Shop (Site #5 Hub "B" to Site #8 Stadium City Maintenance & Site #9 Senior Center)	
Total Bid Price			

Pricing is to include materials and installation cost.

Scope

Alexander City Municipal Complex has a main wiring closet (MDF) located on 1st floor of multi-level facility. Fiber optic cabling is to run from the MDF to the proposed outlying facilities as mentioned in the Introduction to Bid. This request shall be a "turnkey" installation as related to the installation and testing of the proposed fiber install.

The equipment provided by the vendor shall include the following (or the equivalent):

- 48 count single mode indoor/outdoor rated fiber (length determined by drawings)
- 24 count single mode indoor/outdoor rated fiber (length determined by drawings)
- 12 count single mode indoor/outdoor rated fiber (length determined by drawings)
- 6 count single mode indoor/outdoor rated fiber (length determined by drawings)
- ¼ lashing cable to be installed where deemed necessary for installation (per drawings)

Note: Direct burial cable will be required in some locations throughout the installation phase (trenching required)

Fiber Wall mounted enclosure utilizing LC connectors 72 count (Qty 1)

Fiber Wall mounted enclosure utilizing LC connectors 48 count (Qty 2)

Fiber Wall mounted enclosure utilizing LC connectors 6 count (Qty 7)

Aerial Splice case (multiple locations based on drawings (Qty 2)

All cable termination points shall be followed as per drawings indicate.

Vendor System installation

All work shall be performed as to scope of drawings (Proposed Installation of Fiber Optic Cable CITY OF ALEXANDER CITY DATED 7-8-2022) having been engineered by Proline Design LLC.

There will be a total of 10 locations where Fiber Cabling will be installed in facilities. See location Map 2 of 29 for reference points:

1. Alexander City Municipal Complex
2. Alexander City Airport (known as Randy M Thomas Terminal Building)
3. Fire Station site #3
4. Sugar Creek Waste Water Treatment Plant
5. Sport Plex Eva Fuller Community Center
6. Sport Plex Park Security Office
7. Sport Plex Lower Ball Field Concession Stand
8. Sport Plex City Maintenance Shop
9. Sport Plex Senior Activity Center
10. Sport Plex Upper Ball Field Concession Stand

Alternate (Potential Addition)

Installation of 2/ 30'-5 poles located within Sport Plex installation path

The potential additions may be included as a side quote for material items. Contractor is to provide breakdown of Material cost, Labor and any other necessary cost associated with installation process to be included in bid process. The bid will be awarded based on the Total Cost for project.

The project will include work in various locations in the city with multiple phases of construction. It is imperative that the schedule of operations be communicated and coordinated with the IT Director. The selected bidder will be required to submit to the IT Director a complete schedule of operations (work item (s) and approximate date) for work prior to commencement. Dates and timelines on the contractor's schedule may be adjusted after submittal of schedules of operations and during construction, as approved by IT Director. It is the contractor's responsibility to ensure adequate traffic flow, proceed with work in a timely manner and communicate/coordinate with IT Director.

Work on the project should begin within time frame of receiving materials obtainable enough to begin project, after the bid is awarded and must be finished within 120 days of beginning.

Once the contractor mobilizes to the project, work activities will commence continuously until completion. Should the contractor need to cease work activities on the project or demobilize from the project, prior approval from the IT Director must be obtained. Work activities on the project will begin during daylight hours Monday through Friday unless scheduling conflicts arise which will acquire approval from IT Director.

Specifications for the job and all work shall comply with the Alabama Department of Transportation (ALDOT). All Traffic control signage or traffic control devices must be followed according to ALDOT specifications. It is the bidder's/contractor's responsibility to be familiar with all ALDOT guidelines for traffic control during project installation and comply with all provisions as necessary for preparation of the bid, submittal of the bid, construction of the work, etc.

Testing and Commissioning

All fiber cabling will be tested and results provided back to the IT Director in either downloadable form or hard copy form, either is acceptable.

No fiber strand shall be left non-workable in project.

Commissioning - Once the system is in place and has been initially tested by the vendor, the owner shall take part in the successful vendor conducting final commissioning with the result the system being turned over to the owner as complete. The system shall be fully operational for a period of 90 days without any failures.

Adjustment of Quantities

The quantities (J2214 Alex City MATERIAL UNITS.xlsx) documents shown are to be considered as specified per engineering design. Any additional quantities or additional items to increase or decrease specified amounts or items must be approved by IT Director. Changes must be agreed upon between contractor and IT Director before work is started.

Qualifications/Disqualification

It is the intent that all bidders be responsible, competent, and qualified to complete the work. Each prospective contractor must be licensed by the State of Alabama or a state with license reciprocity, as a General Contractor in the major classification required for completion of this work. Contractor must also obtain a local business license prior to starting the project. General Contractor number and Bid # ???, must be listed on the outside of the sealed bid. Bidders must supply proof of general liability insurance.

Each bidder must provide at least 3 projects of same size and scope providing references for those jobs. Each reference should include the name of the individual, title, place of employment, phone number and address. Selected projects should be those that have been completed within the last three years and include the project name, location, owner, and a brief description.

The City reserves the right to disqualify a bidder or contractor or refuse to issue a bid packet to a prospective bidder.

Traffic Control

Traffic control is the responsibility of the contractor. All traffic control items needed to ensure safe traffic movements during construction such as signs, barricades, barrels, pilot vehicles, etc., must be provided/operated by the contractor as necessary.

All traffic control will comply with ALDOT Standard Specifications for Highway Construction and all barricades, warning signs, lights, temporary signs, and other protective devices shall conform to MUTCD.

All intersections and adjoining roads within the work zone must, at a minimum include signage designating work zones.

Traffic control signage will be installed prior to beginning work, inspected and approved by the City Engineer, covered with wood or plastic prior to starting work, uncovered during work hours, and remain, as needed during specified duration of construction and installation phase of project.

Patching

As stated on Map 1 of 29, line item #10 and #11, Contractor shall adhere to the requirements as provided by the Engineering Notes that all Public and Private Property shall be restored to equal or better condition this includes sidewalks, concrete openings etc., when project is completed.

Cleanup

All work being performed shall be done in a manner to ensure that unnecessary spillage, trash, debris, etc., does not remain on the project. The project will be cleaned of excess materials and debris on a daily basis.

Responsibility of Damage Claims

Contractor shall indemnify and save harmless the City of Alexander City, its officers, employees, and consultants from all suits, actions, claims of any character brought because of any injuries or damages received or sustained by and person, persons, or property due to the operations of the Contractor; or because of or in consequences of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of the Contractor; or because of any claims or amounts arising recovered under the "Workmen's Compensation Act" or any other law, ordinance, order, or decree; and so much of the money due the Contractor under and by virtue of his contract as may be considered necessary by the City for such purposes, may be retained for the use of the City; or, in case no money is due, his surety will be held liable until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the City; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

Warranty

Contractor warrants and guarantees workmanship and materials for which the contractor is responsible to be free from defects for a period of six months following final approval of the project.

Invoices/Payment breakdown

Payments will be broken down by percentage of project completed as listed below:

25% will be provided for material cost.

25% will be provided when project is 50% completed.

25% will be provided when project is 75% completed.

Final 25% will be provided when all is completed along with documented material request

Pre-bid Meeting

A pre-bid meeting will take place for this bid. Meeting will take place in designated conference room at the Alexander City Municipal Complex as provided by City Clerk at the time listed in the bid schedule.

Preconstruction Conference

Awarded bidder/contractor will be provided with a preconstruction meeting by IT Director to finalize any further questions regarding Fiber installation Project for City of Alexander City. Meeting will take place at Alexander City Municipal Complex in an available conference room designated at time of meeting.