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Mayor
Stephanie Southerland
City Clerk
Romy Stamps
Finance Director



CITY COUNCIL
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Council President
Scott Hardy
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Bobby L. Tapley
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281 James D Nabors Dr • Alexander City • Alabama 35010 • (256) 329-6700
www.alexandercityal.gov

BID 23-21
CITY OF ALEXANDER CITY, ALABAMA
COOPER RECREATION COMMUNITY CENTER
GYMNASIUM FLOORING PROJECT

The City of Alexander City, Alabama, is requesting bids for the repair and upgrade of the Cooper recreation's main gymnasium floor project, 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 July 17th, 2023. All proposals bid number, general contractor's license 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:	June 30 th , 2023
Question Submission Deadline:	July 12 th , 2023, 4:30pm CST
Bid Due Date:	July 17 th , 2023 2:00pm CST
Evaluation Period:	July 17 th – August 4 th , 2023
Anticipated Award Date:	August 7 th , 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 of \$50,000.00 or more **MUST** have the bidder's General Contractors License number listed on the outside of the envelope. Failure to do so will render the bid null and void. The City recognizes licenses issued by the state of Alabama and states of reciprocity.

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 August 7th, 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

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.

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.

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 Kasey Kaschak, Parks & Recreation Director, [kasey.kaschak@alexandercityal.gov], Miles Hamlett, Purchasing Director [miles.hamlett@alexandercityal.gov], and Stephanie Southerland, City Clerk [stephanie.southerland@alexandercityal.gov]. The subject line of the email must include "Bid 23-21". All questions must be received no later than July 12th, 2023 4:30pm 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 23-21
CITY OF ALEXANDER CITY, ALABAMA
COOPER RECREATION COMMUNITY CENTER
GYMNASIUM FLOORING PROJECT

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

Total Bid 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 cashier's 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: _____

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: _____

SCOPE OF WORK AND SPECIFICATIONS

Demolition, Debris Removal, and Service Preparation

- The contractor shall remove all the existing bleachers out of gym and into storage. A storage area will be provided by the City.
- The contractor shall remove and properly dispose of existing gymnasium flooring and all other debris associated with this project.
- The contractor shall be responsible for the provision and service of required dumpsters.
- The concrete subfloor shall be prepared according to the floor manufacturer's specification. However, at a minimum, the concrete shall be shotblasted and ground to ensure the floor is free of defects and proper adhesion can be obtained.

Purchasing and Installation

- The new flooring system shall be a *Champion Monoflex 7+2 Pad and Pour style with a minimum of a 7mm basemat (full adhesion) and a 2mm top coat.

* Where specific brand name and models are listed, it is intended to provide a reference as to the desired style and minimum specifications of the product to be installed. The City of Alexander City will except any product that meets or exceeds these product specifications. When doing so, please include a brochure and specifications of your proposed product.

- Gymnasium court markings shall include: (1) main full basketball court, (1) main volley ball court
 - o Basket ball court shall have fully painted lanes and center court circle.
 - o Final colors and designs shall be agreed upon and approved by Cooper Rec Director prior to the issue of a purchase order.
 - o Additional court markings maybe requested at additional cost to this bid
- New flooring system shall be tied into existing flooring at all entrances with commercial grade metal t-caps and tracks.
- The contractor shall also be responsible to the movement and reinstallation of gymnasium bleachers.
- When encountering any hidden or unforeseen conditions that could not reasonably be anticipated by the contractor prior to the bid, contractor is to stop work and immediately bring it to the attention of the City's project manager. If agreed upon, the price of work may be adjusted accordingly, but per Alabama bid law shall not exceed ten percent of the original bid amount.
- It is highly recommended that any potential bidder conducts a sight survey prior to submittal of a bid. Bidder should contact Herbert Herrall, Cooper Recreation Director (email above) to schedule a date and time for survey.

- Contractor shall be responsible for furnishing all related labor, tools, equipment, and miscellaneous materials and supplies for the scope of work listed above. All materials used shall be certified for use for this application.
- 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,
 - o 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.
- A draw payment for equipment may be requested prior to the start of work. Percentage of draw shall be listed in the attached bid form. Remaining 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 or by mail to:

City of Alexander City
Attn: Accounts Payable
281 James D Nabors Dr.
Alexander City, AL 35011

- Warranty for all equipment and materials used in conjunction with this bid shall be established in the bid list section of this bid.
- Warranty for all workmanship shall be for a minimum of one year. Additional, warranty period may be established in the bid list.

**BID 23-21
CITY OF ALEXANDER CITY, ALABAMA
COOPER RECREATION COMMUNITY CENTER
GYMNASIUM FLOORING PROJECT**

Description	Unit of Measure	Amount
Demolition, Debris Removal, and Preparation Cost	1 Each	
Material, Supplies, and Freight Cost	1 Each	
Installation of Flooring System, Tie-ins, and Bleachers	1 Each	
Total Bid Price	BID Total	
Warranty duration for flooring system	Months	
Warranty duration for workmanship	Months	
Payment draw for materials and supplies (If desired)	% of Total	