



CITY OF FLORENCE, ALABAMA

Department of Purchasing/Public Grants
Phillip L. Stevenson, Purchasing Agent and Public Grants Administrator

AN EQUAL OPPORTUNITY EMPLOYER
REQUEST FOR PROPOSALS NO. IS-116

November 21, 2016

Ladies/Gentlemen:

In conformance with the Competitive Bid Law of the State of Alabama, you are invited to submit sealed proposals for labor, equipment, materials and incidentals necessary to **install a 2" raceway and 120 volt power, ground bar, and backboard at each location as is necessary at 19 locations as shown on the attached drawings, Florence, Alabama.**

The price shall be full compensation for all work required to satisfactorily complete the items of work involved. Additional work to be done or materials to be furnished, which in the opinion of the City of Florence represents a significant quantity, shall be authorized by change order agreement with the contractor.

By submission of a bid, the bidder certifies that he has examined the sites and is familiar with these documents. Failure to review the bidding documents and the sites of work will not relieve the Contractor of his responsibility for completing the work at no additional expense..

The following conditions are to apply concerning the above:

1. Sealed bids will be received by the City of Florence, Alabama, in the Office of the Purchasing Agent, Third Floor, Room 329, City Hall, **110 West College Street, Florence, Alabama 35630, until 1:30 p.m., CST, Tuesday, December 20, 2016,** and then publicly opened and read aloud in the City Hall Auditorium.

2. All bids are to be sealed and returned in a sealed envelope and properly marked as "Invitation-to-bid No. IS-166, to open December 20, 2016".
3. The City of Florence reserves the right to accept or reject any and/or all bids and to waive any informalities.
4. Each bidder shall be required to file, with his bid, a bid bond in the amount of not less than 5% of the bid amount, up to a maximum of \$10,000.00, payable to the City of Florence, Alabama. Each bidder must file with his bid either a cashier's check drawn on an Alabama Bank or a bid bond executed by a surety company authorized to make bonds in the State of Alabama.
5. Pre-qualification of bidders shall not be required.
6. For contracts in excess of \$50,000.00, the successful bidder will be required to furnish, prior to the time of the signing of the contract, a Performance Bond in the amount of 100% of the contract price. Also, a Payment Bond will be required in the amount of 50% of the contract price to guarantee the payment of labor and materials.
7. The Second Party must maintain adequate insurance as follows: workman's compensation meeting State of Alabama statutory limits, and public liability insurance: \$500,000.00 per occurrence; \$1,000,000.00 general liability; \$1,000,000.00 completed operations; \$1,000,000.00 personal & Adv. Injury; \$50,000.00 fire damage (any one fire), and \$5,000.00 medical expense (any one person). The City of Florence shall be named as additional insured.
8. The contractor shall secure and pay for all required licenses and permits. No bid in excess of \$50,000.00 will be accepted from any contractor not having State Contractor's Licenses in the State of Alabama. For every bid of \$50,000 or more, the bidder shall print his/her State Contractors License number on the front of the envelope. **Failure to print the State Contractors License number on the front shall be reason to disqualify the bid.** For bids of less than \$50,000 the bidder shall write on the outside of the bid envelope, "Bid less than \$50,000".
9. In accordance with Section 39-3-5 of the Code of Alabama, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having a nonresident preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Section 39-2-12, Code of Alabama, be they corporate, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident bidder. Nonresident bidders must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in such nonresidents state of domicile, as to the preferences, if any or none, granted by the laws of that state to its own business entities whose principal place of business are in that state in letting of any or all public contracts.
10. After award of the contract and before construction starts, a pre construction conference will be held at a time and place set by the City of Florence.
11. The second party shall (1) furnish a sworn affidavit acknowledged before a notary public that the second party does not knowingly employ, hire for employment, or

continue to employ, any unauthorized alien; (2) provide documentation that the second party is enrolled in the E-Verify program; (3) during the performance of this contract, participate in the E-Verify program and verify every employee that is required to be verified according to the applicable federal rules and regulations; and (4) require each of its subcontractors to enroll in the E-Verify program and to furnish a sworn affidavit acknowledged before a notary public that the subcontractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and attach to the sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify program.

Failure to comply with these requirements herein by a contractor or subcontractor shall be a material breach of such contract or subcontract.

12. The project shall be completed within forty five (45) calendar days from the date of the notice to proceed. The notice to proceed will be issued on a date agreed upon by both parties.

Contract time shall be extended for reasons not under the direct control of the Contractor. This shall include, but not be limited to, acts of God such as weather, earthquake, etc., and conditions not under the direct control of the Contractor such as, but not limited to, delays in delivery caused by strikes, wars, etc., labor strikes, inability to access the construction area, emergency situations, etc.

Failure to complete the project within the contract time will result in the assessment of liquidated damages in the amount of Five Hundred Dollars (\$500.00) per day for each calendar day of delay until the work is completed. Should the project not be completed on time, the City of Florence reserves the right to dismiss the contractor and finish the project as it deems necessary anytime after August 1, 2010.

13. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof, or of his right, title, or interest therein, without written consent of the City of Florence. No subcontracts, or transfer of contract, shall relieve the Contractor of his responsibility under this contract and bonds, as are required by Alabama Law.

After obtaining approval, and before a subcontractor does any work, the prime contractor shall furnish to the City of Florence, a facsimile of the executed subcontract. All provisions of this contract shall be included in any subcontract.

14. The City shall make partial payments to the Contractor on or before the 15th day after receiving a duly certified and approved estimate of work performed during the preceding calendar month. The City agrees not to retain more than 5% of the estimated amount of work completed. After the project is 50% complete, the City agrees not to withhold any more retainage. Retainage shall be held until final completion and acceptance of all work by the City. Final payment on account shall be made within thirty days after final acceptance by the City.

15. Payment to the contractor will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with the contract. The schedule or quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted. Additional work to be done or materials to be furnished, which in the opinion of the City of Florence represents a significant quantity, shall be authorized by change order agreement with the contractor.

16. The successful contractor shall have a one (1) year warranty on all materials and

- workmanship. The one (1) year warranty period shall begin on the date of formal acceptance of the project by the City of Florence.
17. The contractor, immediately after being notified that all other requirements of this contract have been completed, shall give notice of said completion by an advertisement one (1) time per week for four (4) successive weeks in some newspaper of general circulation within the City of Florence. Proof of publication of said notice shall be made by the contractor to the City of Florence, by affidavit of the publisher and a printed copy of the published notice.
 18. The contractor shall submit to the City of Florence a letter of certification that all materials and labor are paid in full before final acceptance shall be made.
 19. This is a Federal Government funded project. The successful bidder shall comply with all rules and regulations of the U. S. Department of Housing and Urban Development's Community Development Program.
 20. All provisions required by law in connection with the contract between the Municipality and the successful, independent contractor are deemed incorporated in the bid proposal.

Very truly yours,

A handwritten signature in black ink, appearing to read "Phillip L. Stevenson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Phillip L. Stevenson
Purchasing Agent

BID FORM
INVITATION-TO-BID NO. IS-116

SITE NO.

1. Animal Shelter \$ _____

2. Kennedy/Douglas Art Center \$ _____

3. Blackberry Trail Maintenance Facilities
\$ _____

4. Blackberry Trail Clubhouse \$ _____

5. Broadway Rec Center \$ _____

6. Cox Creek Park \$ _____

7. Deibert Park \$ _____

8. Florence Blvd. Fire Dept. #2 \$ _____

9. N. Wood Fire Dept. #3 \$ _____

10. Huntsville Rd. Fire Dept. #4 \$ _____

11. Cox Creek Fire Dept. #5 \$ _____

12. Chisholm Rd., Fire Training \$ _____

13. 1105 Beale St., Rec Center \$ _____

14. Royal Ave. Rec Center \$ _____

15. 415 Fairgrounds Rd. \$ _____

16. Florence Landfill \$ _____

17. Street Dept. Railroad Ave. \$ _____

19. Urban Forestry \$ _____

20. Recycle Center \$ _____

TOTAL FOR ALL SITES: \$ _____ (numbers)

_____ (words)