

CITY OF JASPER, ALABAMA
P. O. Box 1589
400 19th Street West
Jasper, Alabama 35502

Date: November 21, 2018

Bids to be opened at 11:00 A.M.
Date: December 17, 2018

To Whom It May Concern:

Sealed bids will be received by the City of Jasper, Alabama, at Purchasing Agent's office in Jasper, Alabama, until the above time and date, and then opened as soon thereafter as practicable.

Derleda Abrom, Purchasing Agent
City of Jasper, Alabama

Specifications: **TORNADO SIREN
PACKAGE**

SEE ATTACHED SHEETS

If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. Tax exemption certificates furnished upon request. City reserves the right to accept or reject all bids or any portion thereof.

TO BE COMPLETED BY BIDDER

We are in position to furnish the above at the prices shown and can make shipment within _____ calendar days after receipt of order. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the Bidder.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

Name of Firm

By _____
Name

Title _____

(Bids made out in pencil will not be accepted.)

ALL BIDDERS MUST USE OUR BID FORM AND SHOW ON ENVELOPE THE OPENING DATE.

CITY OF JASPER TORNADO SIREN PACKAGE

SCOPE:

This is to establish a contract for the furnishing and installation of Federal Model 2001-130 AC/DC powered outdoor tornado warning siren, with one way radio controller, antenna and batteries. The total quantity of usage under the contract is not known. Orders will be placed, as the City of Jasper has need. All bids may be held for a period of sixty days after bid opening before awarding the contract. Bids will be evaluated by item and/or total and may be awarded by item, group or total whichever is in the best interest of the City. The contract period shall be for a twelve-month period from the date of the contract award with an option to issue a second and third contract with the same pricing, terms and conditions and agreement by both parties for a second and third twelve-month periods.

The intent of this bid is to establish an agreement with qualified Suppliers for a contract for the furnishing and installation of Federal Model 2001 – 130 AC/DC powered outdoor warning siren, with one way radio controller, antenna and batteries (to include labor, wiring, material, etc.) as needed whenever ordered during a twelve-month period. This will be a multi-Supplier agreement whereby, should the primary Contractor be unable to fulfill the City's order in the time frame requested; the City reserves the right to use another Contractor. Please indicate if you would like to be a secondary Contractor.

The work proposed to be performed is, in general, as follows:

The work included by these specifications consists of furnishing all labor, equipment, and materials required in performing all operations necessary in connection with routine installation of tornado siren packages. The selected Contractor will be required to install the tornado siren packages on site at the various locations throughout the City. However the initial location is at 2760 Hwy 195, Jasper, AL 35503 other sites may be added during contract period as needed.

Please bid each item listed with cost of item to include installation.

Bidder shall complete every space in the specification bidder proposal column with a price per item. If an item is left blank, the City will assume the bidder cannot meet specifications and can cause rejection of bid. Any exceptions to specifications or conditions must be listed on a separate sheet and attached to bid proposal.

All bids/proposals shall be submitted in the form and manner indicated by the bid documents and bid forms. Any bid /proposal which is not submitted in form and manner indicated which contains information, statements, conditions, or qualifications which place conditions or qualifications on the bid submittal for the purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously by written addendum from Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive and shall be rejected. Any proposals that do not fully respond to all detailed specifications or requests for information including execution of proposal forms may be declared “non-responsive” and recommended for rejection.

The City reserves the right to waive minor variances from the specifications, provided these differences do not violate the specification intent, materially affects the operation for which the item or items are being purchased, nor increase the estimated maintenance and repair cost to the City. Whenever in this invitation, any particular material, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description only, and will be deemed to be followed by the words, “or equal”. Bidder to show that the alternative product is, in fact, equal to the product required in the specifications must provide proof satisfactory to the City.

Bid will be awarded to the lowest responsive and responsible bidder. The determination of lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial

ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, compatibility as required, other costs, or other objective and accountability factors which are reasonable. The City of Jasper will reserve the right to reject any and all bids.

The City reserves the right to terminate this agreement with ten (10) days written notice if the successful Bidder fails to perform in a manner deemed acceptable to the City. Upon delivery of such notice by the City to the successful Bidder, the successful Bidder shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. Contractor will be considered in default of contract if/when they have not delivered the before mentioned responsibilities for a period of two scheduled dates. As soon as practicable after receipt of notice of termination, the Bidder shall submit a statement to the City for payment of that portion of the agreement successfully performed.

The successful Bidder's rights and duties awarded by the agreement may not be assigned to another without the written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assignor of the liability in the event of default by the assignee. Any disputes over the interpretation and and/or performance of conditions or responsibilities shall be resolved at sole discretion of City Purchasing Agent.

Supplier shall obtain any and all federal, state and local permits and licenses required to execute the project as described. Supplier further agrees to abide by all applicable federal, state and local codes, regulations statues, ordinances and laws including but not limited to Equal Employment, Anti-Discrimination, Immigration, Wage and Salary, Drug Free Workplace and Disability.

The relationship of the Contractor and employees to the City is that of independent contractors and not of employees of the City. Supplier and employees shall not be entitled to any benefits that accrue to an employee of the City and shall not be covered by Workers' Compensation, leave, retirement, and group health insurance. Supplier assumes responsibility for injuries occurred by employees and will provide the City with procedures on handling such if necessary.

All requests for interpretation of any portion of bid may be made by telephone or email to the City Purchasing Agent. All replies will be given verbally or email and a copy of any inquiry and advise, if deemed vital by Purchasing Agent, will be made available to each prospective bidder

THE CITY COUNCIL IN ACCORDANCE WITH STATE LAW SECTION 41-16-50(A) ESTABLISHED A LOCAL PREFERENCE ZONE FOR VENDORS HAVING A PLACE OF BUSINESS IN THE LIMITS OF WALKER COUNTY. VENDORS IN THIS ZONE WILL BE GRANTED A THREE PER CENT PREFERENCE RATE OVER VENDORS NOT IN THIS ZONE.

The attention of all bidders is called to the provisions of State Law governing "General Contractors" as set forth in the 1975 Code of Alabama. Said law will govern bidders insofar as it is applicable. The above mentioned provisions of the Code provides that no one is entitled to bid and no contract may be awarded to anyone who does not possess a valid General Contractors Permit or License as provided by the foregoing section of the Code. Please place license number on the outside of bid envelope. All bidders must supply proof of Workers Compensation and General Liability Insurance..

Not less than minimum wage as required by applicable regulatory agencies shall be paid to all skilled and unskilled labor employed under this contract.

The contractor shall comply with the Department of Labor, Safety, and Health Regulations for construction promulgated under the Occupational Safety and Health Act, the Anti-Kickback Act, and the Contract Work Hours Standards Act (PL 91-54).

Bids may be held by the Owner for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing and investigating the qualifications of bidders prior to awarding of the contract. Bidders shall furnish to the Owner all such documents and information, as the owner deems necessary for qualification review upon written request by the Owner. The Owner shall begin review with the lowest responsive responsible Bidder.

The Owner reserves the right to reject any or all bids or to waive any informality in the bidding.

The City of Jasper, Alabama
By: Derleda Abrom, Purchasing Agent

INFORMATION FOR BIDDERS

BIDS, will be received by The City of Jasper, Alabama (herein called the "OWNER") at PO Box 1589, Jasper, Alabama 35501 or the Purchasing Office, 400 19th Street West until 11:00 AM, December 17, 2018 and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to The City of Jasper, Alabama at PO Box 1589, Jasper, Alabama 35502. Each sealed envelope containing a BID must be plainly marked on the outside as BID for Tornado Siren Package and the envelope should bear on the outside the name of BIDDER, his address, his license number and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed on another envelope addressed to the Owner at the City of Jasper, Alabama, Post Office Box 1589, Jasper, Alabama 35502.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required. Only bids by contractors licensed for such work will be considered for this project.

The OWNER may waive any informality or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered.

No BIDDER may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of any estimated quantities within the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA and by discussion with the Owner. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities or quality of work or nature of the WORK to be done.

The OWNER shall provide to the BIDDERS prior to BIDDING, all information that is pertinent to, and delineates and describes, the City Jail Sandblasting areas except for the measurements of the City Jail.

Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or observations assumed by the CONTRACTOR to relieve him from fulfilling any of the conditions of the contract.

The City of Jasper will reserve the right to reject any and all bids.

The contractor shall make application for and obtain necessary permits and licenses from the appropriate governing body. The Contractor shall give all notices necessary and incidental to the prosecution of the work. The Contractor shall not assign, transfer, subcontract, or sell any portion of this contract unless permission is first given by the City Representative.

The Contractor shall comply with all County, City, State and Federal Laws and all applicable municipal ordinances and shall indemnify the City from all Contractor violations thereof. The Contractor shall further assume and be specifically liable for all State and Federal Sales and Use Taxes which may be in force and guarantees to hold the City harmless in every respect for violations by the Contractor of any such laws.

A conditional or qualified BID will not be accepted. Award will be made to the lowest responsive responsible BIDDER. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout. Each BIDDER is responsible for inspecting the City Jail and being thoroughly familiar with the BID DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID. **Each BIDDER** is furthermore instructed that it is his responsibility to ascertain the accuracy and competence of all supplemental reports including but not limited to geotechnical reports or other information furnished for his use.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

Contact person: Derleda Abrom

Phone: (205)221-2100

Fax: (205)221-8522

Email: dabrom@jaspercitey.com

TECHNICAL SPECIFICATIONS

TORNADO SIREN PACKAGE

FEDERAL MODEL 2001-130 AC/DC DIRECTIONAL ROTATING SIREN

- 60 Degree projection of sound which rotates at 3 RPM
- Produces three distinct warning signals: (steady, wall and fast wall)
- Supply 15 minutes of full power output from its batter after AC power loss
- TRBP (transformer for A/C operation)
- ¼ wave antenna (include)
- Four – 24 Series Deep Cycle Delco Batteries (include)

FEDERL MODEL DCFC H8 ONE-WAY RADIO CONTROLLER

- Synthesized radio receiver
- Independent control of output relays and timing patterns
- Six control Codes
- Initiate timing sequences through local push buttons or remotely

BID SHEET

Federal Model 2001-120 AC/DC Siren	\$ _____
One Way Radio Controller	\$ _____
Labor and other Materials	\$ _____
Total Cost	\$ _____

Bidder/Company Name: _____

Authorized Representative: _____

Signed: _____

Title: _____

Address: _____

City, State, & Zip: _____

Date: _____

Telephone: _____

Cell: _____

Fax Number: _____

E-Mail Address: _____

Reservation of Rights

The City of Jasper reserves the right to reject any and all bids not deemed to be in the best interest of the City, or to accept that proposal which appears to be in the best interest of the City. The City reserves the right to waive any and all formalities, or to reject any or all proposals or any part of any proposal. The City reserves the right to award this contract as a lump sum or on a line-by-line basis. The City reserves the right to award more than one contractor.

Withdrawal of Bids (Or Proposals) Prior To Deadline

A bidder wishing to withdraw a bid/proposal prior to the deadline may do so by preparing a formal written request on company letterhead. The person who signs the letter must be the same person who signs the reply sheets. The City will verify that the signature on the letter matches the signature on the reply sheets.

The City will also verify the request to withdraw the bid/proposal by calling the bidder at the telephone number supplied on the reply sheets.

After the City is satisfied that a request to withdraw a bid/proposal before the established deadline is valid, the bid/proposal will be returned to the bidder. The bidder may then withdraw completely from the bidding process, or may modify the bid/proposal and resubmit before the deadline.

Withdrawal of Bids (Or Proposals) After The Deadline

If bid security is required and a bidder does not honor his/her bid for the specified time, the bid check shall become the property of the City; or, if a bid bond was furnished, the bid bond shall become payable to the City.

After the bid/proposal deadline has passed, the submitted bids/proposals become the property of the City and are valid offers to be honored by the bidder for sixty (60) days or longer, as specified in the Request for Bid/Proposal.

Bidders who do not honor their bids/proposals for the sixty (60) day (or as specified) period, shall be declared irresponsible bidders.

Cancellation of Award/Contract

If the contractor fails to perform or observe any material term or condition of the proposal or agreement and such failure continues for thirty (30) days after the contractor's receipt of written notice, The City of Jasper may cancel the agreement without liability for cancellation/termination charges.

Indemnification

The contractor shall indemnify and save harmless the City and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease, death or other damages sustained by any person or persons injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the service agreement contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault or contractual default of the contractor, its officers, agents, servants or employees, any of its subcontractors, the City, any of its respective officers, agents, servants, or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the contractor shall not be required to indemnify the City, its officers, agents, servants, or employees, against any such damages

occasioned solely by acts or omissions of the City, its officers, agents, servants or employees, other than supervisory acts or omissions of the City, its officers, agents, servants, or employees, in connection with the work called for in the service agreement contract.

Insurance Requirements

EACH PROPOSER MUST SUPPLY WITH THE PROPOSAL A CERTIFICATE SIGNIFYING THE CONTRACTOR HAS THE FOLLOWING COVERAGE:

- I. Workmen's Compensation – Statutory – Mandatory
 - (A) Employer's Liability - \$ 500,000

- II. Comprehensive General Liability
 - (A) Limits of Liability
 - (1) Bodily Injury: \$ 1,000,000 each occurrence \$ 2,000,000 aggregate
 - (2) Property Damage: \$100,000 each occurrence \$ 500,000 aggregate

 - (B) Policy shall include the following types of coverage:
 - (1) Premises & Operations
 - (2) Independent Contractors
 - (3) Products & Completed Operations
 - (4) Broad Form Extended liability Endorsement
 - (5) Contractual Liability (This insurance shall cover all contractual agreements, both oral and written, including, but not limited to, the hold harmless and indemnification agreements of Contractor set forth in this Contract in favor of Contractor)

- III. Automobile Liability- Comprehensive Form
 - (A) Limits of Liability
 - Combined Single Limit - \$1,000,000

 - (B) Uninsured Motorist
 - Combined Single Limit - \$ 25,000

- IV. Umbrella
 - (A) Limits of Liability - \$ 1,000,000
 - (B) Self-Insured Retention - \$ 10,000

The City will be named as additional insured under the contractor's general liability and automotive insurance policies.