

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

Date: October 16<sup>th</sup>, 2024

Bids to be opened at 11:00 A.M.  
Date: November 4<sup>th</sup>, 2024

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.

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Jessica Cook, Purchasing Agent  
City of Jasper, Alabama

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Specifications: **FENCING FOR PERCY GOODE TENNIS COURTS**

**SEE ATTACHED SHEETS**

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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.

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**TO BE COMPLETED BY BIDDER**

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.

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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.**

## **REPAIR AND RESURFACE**

### **TENNIS COURTS**

#### **SCOPE:**

The City of Jasper, Alabama is seeking bids to install fencing around its tennis court pad located near the Percy Goode Gym at the James A. Cox park at 2803 Euclid Ave, Jasper, AL 35501. This bid also includes the option of a fencing extension for a potential future basketball pad behind the main tennis and pickleball court pad. This request for bids, the City of Jasper specifications, all applicable codes and requirements.

**Sealed bids will be received at the office of the Purchasing Agent, 400 19<sup>th</sup> Street West, Jasper, Alabama 35501 no later than 11:00 AM local time on November 4<sup>th</sup>, 2024. Bids received after this time and date will not be accepted and/or considered. Please enclose within a sealed envelope with the following, “Sealed Bid – FENCING FOR PERCY GOODE TENNIS COURTS – November 4<sup>th</sup>, 2024” with the respondent’s name and address. The bidder may visit (by appointment only) the site location. Contact the Purchasing Agent, Jessica Cook at (205) 385-7968 to schedule an appointment.**

Any rebates/ incentives offered by the manufacturers after the bids have been opened will be passed to the City of Jasper. All bids can 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 bid must cover all services, parts, travel, freight and etc. which are needed to fulfill the terms of this agreement.

The contract shall warranty all workmanship and materials for a period of one year from the date of completion. 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 accountable factors which are reasonable.

## **MINIMUM REQUIREMENTS FOR PARTICIPATION:**

1. Workmen's Compensation and General Liability Insurance (Preferred).
2. Each bidder must supply with the bid a certificate signifying the contractor has one of the following coverage:
  - a. City waiver of injury/damages.
  - b. Warranty and guarantee of products/services.
3. Successful vendor shall maintain in force at its own expense all insurance required by any applicable federal, state or local statutes, laws, rules or regulations. Vendor shall obtain any and all federal, state and local permits and licenses required to execute the contract as described. Vendor further agrees to abide by all applicable federal, state and local codes, regulations statutes, ordinances and laws including but not limited to Equal Employment, Anti-Discrimination, Immigration, Wage and Salary, Drug Free Workplace and Disability. The vendor must maintain all necessary licenses, permits and insurance for the entire of this contract.

The relationship of the Vendor and its employees to the City is that of independent contractors and not of employees of the City. Vendor and its 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.

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.

The City reserves the right to terminate this agreement with seven (7) calendar days written notice for:

- (1) Failure to perform in a manner deemed acceptable to the City,
- (2) Convenience, without cause and without prejudice to any right or remedy, whenever the City determines that such termination is in the best interest of the City.
- (3) Failure to maintain the above-mentioned insurances.

### **The Contractor may be declared in default and may be terminated by the City with seven days notice for any one of the following reasons:**

- Failure of the Contractor to maintain satisfactory product level.
- Failure of the Contractor to deliver item within the time after notification of need;
- Insolvency of Contractor; or
- Death of the Contractor

This Agreement may be terminated by the Contractor by giving thirty- (30) calendar days advance written notice. The City reserves the right to accept or not accept a termination notice submitted by the Contractor, and no such termination notice submitted by the Contractor shall become effective unless and until the Contractor is notified in writing by the City of its acceptance.

All requests for interpretation of any portion of bid may be made by telephone to the City Purchasing Agent at (205) 221-2100. All replies will be given verbally and a copy of any inquiry and advise, if deemed vital by Purchasing Agent, will be made available to each prospective bidder

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 proposal submittal for the purposes of making an award, or which alter any proposal terms, conditions specifications, or forms, which have 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.

## **SALES TAX EXEMPTION REQUIREMENTS AND PROCEDURE**

At the time of Bid, provide an accounting of sales tax on the accounting of sales tax form provided. Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive Bidder.

Legislative Act 2013-205, Code of Alabama (1975) Section 40-9-14.1, is applicable to certain construction contracts with the City of Jasper, Alabama. This law allows a sales and use tax exemption When applicable, all business entities entering into construction contracts with the City of Jasper, Alabama, will comply with the requirements of Section 40-9-14.1.

## **INQUIRY AND SUBMITTAL**

All requests for interpretation of any portion of bid may be made to the City Purchasing Agent by either telephone (205) 385-7968 or email [PurchasingAgent@jaspercitey.com](mailto:PurchasingAgent@jaspercitey.com). All replies of any inquiry and advise, if deemed vital by Purchasing Agent, will be made available to each prospective bidder.

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 proposal 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 Council of Jasper 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.**

**Alabama State Law 41-16-50C requires a bid guaranty on any bid exceeding \$10,000.00 for services, equipment or materials. The bidder shall be required to file with his or her bid either a cashier’s check drawn on an Alabama bank or a bid bond executed by surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to the City of Jasper for the amount of \$3,000.00. Bid bonds or checks of the unsuccessful bidders will be returned after bid award.**

Contact person: Jessica Cook, Purchasing Agent/Accountant  
Phone: (205) 385-7968  
Fax: (205) 221-8522  
Email: PurchasingAgent@jaspercitey.com

## FENCING FOR PERCY GOODE TENNIS COURTS

### SPECIFICATIONS

#### **TENNIS COURT PAD: (10 foot height) (See attached exhibit)**

8 x 120 x 1 3/4 KK Fused and Bonded Black

3 x 14 x EF40 Terminal Post Black

3 x 14 x EF40 Gate Post Black

2 3/8 x 14 x EF40 Line Post Black

1 5/8 x 21 x EF20 Top Rail Black

1 5/8 x 21 x EF20 Mid Rail Black

1 5/8 x 21 x EF20 Bottom Rail Black

3" Dome Caps Black

1 5/8 Rail Ends Black

2 3/8 x 1 5/8 Loop Caps Black

5/16 x 1 1/4 Carriage Bolts Black

Boulevard Bracket Clamps Black

3/4 x 3 Brace Bands Black

3/4 x 3 Tension Bands Black

3/16 x 5/8 x 118" Tension Bars Black

9 Gauge Long Ties Black

9 Gauge Short Ties Black Black

3" Box Hinges Black Gate Latch

4' Wide Pedestrian Gate

Concrete

**BASKETBALL COURT PAD: (10 ft height) (See attached exhibit)**

8 x 120 x 1 3/4 KK Fused and Bonded Black

3 x 14 x EF40 Terminal Post Black

3 x 14 x EF40 Gate Post Black

2 3/8 x 14 x EF40 Line Post Black

1 5/8 x 21 x EF20 Top Rail Black

1 5/8 x 21 x EF20 Mid Rail Black

1 5/8 x 21 x EF20 Bottom Rail Black

3" Dome Caps Black

1 5/8 Rail Ends Black

2 3/8 x 1 5/8 Loop Caps Black

5/16 x 1 1/4 Carriage Bolts Black

Boulevard Bracket Clamps Black

3/4 x 3 Brace Bands Black

3/4 x 3 Tension Bands Black

3/16 x 5/8 x 118" Tension Bars Black

9 Gauge Long Ties Black

9 Gauge Short Ties Black

Black 3" Box Hinges

Black Gate Latch

2- 4' Wide Pedestrian Gates

Concrete

**BID PRICE**

**TENNIS COURT PAD**

- **Total cost of materials** \$ \_\_\_\_\_
- **Total cost of labor** \$ \_\_\_\_\_

**BASKETBALL COURT PAD**

- **Total cost of materials** \$ \_\_\_\_\_
- **Total cost of labor** \$ \_\_\_\_\_



**BID SHEET**

**Bidder/Company Name:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, & Zip:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Cell phone:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**ACCOUNTING OF SALES TAX**

**Attachment to Bid Response**

**To:** City of Jasper

**Date:** \_\_\_\_\_

**Project:** FENCING FOR PERCY GOODE TENNIS COURTS

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**Sales Tax Accounting**

Pursuant to Code of Alabama (1975) Section 40-9-14.1, the Contractor accounts NOT included in the bid proposal form as follows:

	<b>ESTIMATED SALES TAX AMOUNT</b>
<b>BASE BID:</b> _____	\$ _____
Alternate No. 1 (.....) (add)(deduct)	\$ _____
Alternate No. 2 (.....) (add)(deduct)	\$ _____
Alternate No. 3 (.....) (add)(deduct)	\$ _____
Alternate No. 4 (.....) (add)(deduct)	\$ _____
Alternate No. 5 (.....) (add)(deduct)	\$ _____
Alternate No. 6 (.....) (add)(deduct)	\$ _____

**Failure to provide an accounting of Sales Tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive Bidder.**

## **BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
\_\_\_\_\_, Principal; and \_\_\_\_\_, as Surety,  
are hereby held and firmly bound unto the City of Jasper, as obligee, hereinafter called the City, in the sum of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment of which sum, well and truly to be made, the said  
Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors,  
and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the City a certain Bid  
(Proposal), attached hereto and made a part hereof, to enter into a contract in writing with the City, for the following  
project or portion thereof:

**Project: FENCING FOR PERCY GOODE TENNIS COURTS**

**Project Location: 2803 Euclid Ave, Jasper, Alabama 35501**

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be awarded and the Principal shall execute and deliver a contract  
in the Form of Agreement as included in the Contract Documents for the Project,  
and shall execute and deliver Performance Bond and Labor and Material Bond in  
the Forms as attached to the Contract Documents executed by a surety company  
authorized and qualified to make such bonds in the State of Alabama and in the  
amounts as required by the Instructions to Bidders and submit the insurance  
certifications as required by the bid document and fulfill all other qualifications and  
requirements of the Contract Documents and bid specifications (all properly  
completed in accordance with said Bid), and shall in all other respects perform the  
agreement created by the acceptance of said Bid within fifteen (15) days after the  
prescribed forms have been presented to Bidder for execution;

Then, this obligation shall be void, otherwise, the same shall remain in full force and effect; it being expressly  
understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the  
amount of this obligation as herein stated.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals, this the  
day of , 20 , the name and corporate seal of each corporate party being hereto affixed and these presents duly signed  
by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR (Sign & Print Full Name)

Business Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Witness: \_\_\_\_\_