

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

Date: May 21st, 2024

Bids to be opened at 11:00 A.M.
Date: June 17th, 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.

Jessica Cook, Accountant/Purchasing Agent
City of Jasper, Alabama

Specifications: **JASPER CIVIC CENTER ACTIVITY ROOM HVAC SYSTEM REPLACEMENT**

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

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, ALABAMA
JASPER CIVIC CENTER ACTIVITY ROOM HVAC SYSTEM REPLACEMENT

DESCRIPTION:

The City of Jasper, Alabama is issuing this Request for Proposals (RFP) to select a qualified firm to provide HVAC system replacement services for the Jasper Civic Center (JCC) Activity Room located at 204 19th Street East, Jasper, Alabama 35501. The goal of this solicitation is to enter into a contract with the firm that will be able to best meet the requirements of the City of Jasper, AL and deliver the project successfully.

OVERVIEW:

Major Mechanical Equipment:

Installation of:

- Replacement DX Coil for Trane Model Air Handling 30-ton – Qty: 1
- Replacement of Condenser Units – Qty: 2

SCOPE OF WORK:

Contractor agrees to provide and install all necessary equipment, materials, labor, and supervision as required by the scope of work as described below:

- Replacement of One (1) DX Coil at AHU #2, AND Two (2) Condensing Units 15 tons each.
- Disconnect and reconnect of piping and duct work as necessary for replacement of coil.
- DX Piping to flushed and reused if sized according to new equipment requirements.
- Electrical disconnect and reconnect is included.
- Proposal is based on reusing existing thermostat.
- Provide replacement pipe insulation for new piping only.
- Provide Start-up and Operations check of all systems described in this proposal.

PROJECT SCHEDULE AND MILESTONES:

Project must begin within thirty (30) days of bid award and be completed within ninety (90) days.

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. (2) Letters of reference from customers.
4. Bidder shall have a minimum of five (5) years of experience within the design, engineering, assembly, installation, and support of listed audiovisual equipment and production systems of similar or greater complexity to those identified in this bid.
5. Bidder should provide proof that the contracting firm has and will maintain a permanent fabrication, service and support facility within sixty (60) miles of the project site.
6. 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.

7. a. All bidders submitting Bids in excess of \$50,000.00 must be properly licensed as a HVAC Contractor under the provisions of Title 34, Chapter 8, Code of Alabama, 1975, and must show evidence of such license before bidding or the bid will not be considered to be responsive.
- b. All bidders submitting Bids for this project must hold a current and valid license issued by the Alabama Licensure Board for HVAC Contractors.
- c. The bidder shall show evidence of such licensure by clearly displaying his or her current license number on the outside of the sealed envelope in which the proposal is delivered. In addition, Bids shall be clearly identified on the exterior of the package with the bidder's name, address, the Bid number, the name of the project being bid, and time and place of the bid opening. Furthermore, a copy of your license, indicating that you are qualified to bid on this work, must be submitted with your Bid Proposal.

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.

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.

BID BOND AND SALES TAX EXEMPTION REQUIREMENTS (see attached forms)

BID BOND REQUIREMENTS

- a. Each bid must be accompanied by cash, certified check of the Bidder, or a bid bond prepared on the Bid Bond Form attached hereto, duly executed by the Bidder as principal and having as surety thereon a surety company approved by the City, in the amount of 5% (not to exceed \$10,000.00) of the bid.
- b. Such cash, checks or bid bonds will be returned promptly after the City and the accepted Bidder have executed the contract, or if no award has been made within 30 days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.
- c. The successful Bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (30) days after he/she has received notice of

the acceptance of his/her bid, shall forfeit to the City, as liquidated damages for such failure or refusal, the security deposited with his/her bid.

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

The bidder may visit (by appointment only) the site location. Contact the Purchasing Agent, Jessica Cook at (205) 385-7968 to schedule an appointment.

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. All replies of any inquiry and advise, if deemed vital by Purchasing Agent, will be made available to each prospective bidder.

All proposals shall be submitted in response to the conditions of this “Request for Proposals” for HVAC System Replacement (hereinafter referred to as RFP),” Proposals must be received at the Purchasing Agent’s office located on the 2nd floor of Jasper City Hall located at 400 19th Street West, Jasper, AL 35501, on or before June 17th, 2024 11 a.m. Central Standard Time (CST).

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.

CONTACT INFORMATION

Any questions please contact:
Jessica Cook, Accountant/Purchasing Agent
E-mail: PurchasingAgent@jaspercitey.com
Phone: (205) 385-7968

BID PRICE

TOTAL PROJECT COST.....\$ _____

ACCOUNTING OF SALES TAX
Attachment to Bid Response

To: City of Jasper

Date: _____

Project: JASPER CIVIC CENTER ACTIVITY ROOM HVAC SYSTEM REPLACEMENT

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:

BASE BID: _____	ESTIMATED SALES TAX AMOUNT
	\$ _____
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: JASPER CIVIC CENTER ACTIVITY ROOM HVAC SYSTEM REPLACEMENT

Location: Jasper Civic Center, 204 19th Street East, 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: _____

BID SHEET

Bidder/Company Name: _____

Authorized Representative: _____

Signed: _____

Title: _____

Address: _____

City, State, & Zip: _____

Date: _____

Telephone: _____

Cell: _____

Fax Number: _____

E-Mail Address: _____