

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

Date: October 1, 2020

Bids to be opened at 11:00 A.M.
Date: November 10, 2020

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: ABOVE GROUND STEEL SAFE

ROOM STORM SHELTER

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, ALABAMA
SAFE ROOM
STORM SHELTER**

SCOPE:

This is to establish a contract to supply three (3) prefabricated steel above ground Safe Room Storm Shelters; three (3) benches to be used by the City of Jasper. The storm shelters and bench assemblies shall consist of steel, wall panels, end caps, framework, posts, mullions, fasteners and anchors and all other hardware needed for assembly.

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.

This minimum specification describes the prefabricated storm shelters and benches to be used by the City of Jasper. The items offered must be new with all-standard equipment and accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use shall be also included. All items furnished under this contract shall be new, unused, and the same as the manufacturer's current production model. Items supplied shall conform to the best practice known to the trade in design, quality of material and workmanship. Bidder must quote only the top of the line that is built by the manufacturer which bidder represents. Bidders are to refrain from submitting bids on lesser industry models. Bids on items with construction or performance standards less than the specified herein will not be considered. Bidder shall state extended warranty where available.

The City reserves the right to waive minor variances from the specifications, provided these differences do not violate the specification intent, materially affect the operation for which the item or items are being purchased, nor increase the estimated maintenance and repair cost to the City. **Please bid the items delivered unassembled to the following addresses:**

City of Jasper
10 East 18th Street, 2 Trace East, and 1438 Arkadelphia Road in Jasper, Alabama

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 is to show that the alternative product is, in fact, equal to the product required in the specifications must provide proof satisfactory to the City.

Bidder must include with his or her bid product literature with full illustrations and detailed specifications for item offered. Product literature is required to establish for the purpose of bid evaluation and award details of the product(s) the bidder proposes to furnish as to design, materials, method of manufacture, construction, assembly or operation as appropriate. Bidder is required to submit three (3) references of organizations that use this particular storm shelter. Each bidder shall furnish satisfactory evidence of manufacturing ability to construct, supply service parts and provide technical assistance for the shelter specified. General arrangement drawings illustrating the configuration and key connection details must be supplied. **FAILURE TO SUBMIT PRODUCT LITERATURE AND REFERENCES MAY BE CAUSE FOR REJECTION OF THE BID.**

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 in the event that the City has the need to purchase additional storm shelters in the future.

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, sub-contract, or sell any portion of this contract unless permission is first given by the City Representative.

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.

Bidder shall complete every space in the specification bidder proposal column with a check mark to indicate if the item being bid is exactly as specified. 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 requests for interpretation of any portion of bid may be made by telephone to the City Purchasing Agent at (205) 221-2100, ext. 108. 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 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.

Default Conditions

Contractor will be considered in default of contract if/when they have not delivered the before mentioned items within the time frame specified in bid from order date.

Any disputes over the interpretation and and/or performance of conditions or responsibilities shall be resolved at sole discretion of City Purchasing Agent.

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, except for Compass 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 not less than five percent of the contractor's bid, but in no event more than ten thousand dollars (\$10,000). Bid bonds or checks of the unsuccessful bidders will be returned after bid award.

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.

Contact person: Derleda Abrom (205) 221-2100 ext. 108

WARRANTY REQUIREMENTS

PRODUCTS WARRANTY

Product or material shall be warranted against any defects in materials and workmanship. This period of manufacturer's warranty shall begin to run at the time the product(s) or material(s) are received, inspected, and accepted by a representative of the City. A one (1) year warranty shall apply unless otherwise specified in the solicitation document.

SERVICE WARRANTY

Services and/or work shall be warranted against any defects in workmanship. This period of warranty shall begin to run at the time the completed, inspected, and accepted by a representative of the City. A one (1) year warranty shall apply unless otherwise specified in the solicitation document.

SPECIFICATION WARRANTY

By the submission of a response and acceptance of an award, the awarded Bidder warrants that all services will be in full accordance with the specifications and requirements of this solicitation document and awarded contract.

MANDATORY PREVIEWING SITE

Bidders, where necessary shall make all investigations to familiarize themselves regarding the project site for measuring, furnishing, installing, inspecting and rg of tornado storm shelters or any other pertinent data as required by bid conditions. No plea of ignorance by the Bidder of conditions that exist as a result of failure to make required inspections shall be acceptable.

Bidders are to contact Fire Chief, David Clark, at (205) 282-1329 to schedule theirsite visit.

Contact person: Derleda Abrom, Purchasing Agent

Phone: (205) 221-2100

Fax: (205) 221-8522

Email: dabrom@jaspercitey.com

INSURANCE REQUIREMENTS

Contractor waives any and all rights of recovery against the City for any loss or damage covered by insurance acquired or maintained by Contractor or for its benefit, including all rights that might otherwise accrue to any subrogee. Contractor shall be responsible for and bear the risk of any and all non-coverage, exclusions, and deductibles of any fire, property, or "Builder's Risk" insurance maintained by the City on the Work and/or the Project. Before commencing any of the contract, Contractor must furnish to the City an insurance certificate specifically demonstrating that all required insurance is in force and showing that no cancellation or modification of such insurance that may adversely affect the interests of the City can become effective in less than thirty (30) days after written notice of said modification or cancellation has been received by Contractor.

- I. Workmen's Compensation – **Mandatory**
 - (A) Employer's Liability - \$ 100,000

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

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

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

Contractor shall maintain in force at its own expense: (I) all insurance required by any applicable federal, state or local statutes, laws, rules or regulations; (II) the forms of insurance coverage identified below in at least the amounts specified. Contractor agrees to take all actions necessary to have owner designed as an additional insured under all insurance policies of Contractor acquired or maintained to fulfill the insurance requirements of this contract. ***Please note that the Certificate Holder should read as follows:***

City of Jasper
400 19th Street West
Jasper, Alabama 35501

No City Division, Department, or individual name should appear on the Certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE**

INDEMNIFICATION/LIMITS OF LIABILITY

Indemnification The elected Bidder shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the City and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the City or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the City and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification or Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become noninfringing. If the Contractor is not reasonably able to modify or otherwise secure the

SPECIFICATIONS

TECHNICAL SPECIFICATIONS

INSTALLATION OF STEEL SAFE ROOM STORM SHELTERS AT SEVERAL FIRE STATION LOCATIONS

1. Any comments or variances to the below specifications are to be specifically detailed in the Bid Offer Section.

2. SCOPE OF SERVICE: The City of Jasper requests your cost proposal to furnish, and install, three new steel safe room storm shelters, for three (3) locations and three (3) new benches

2.1. Location: 10 East 18th Street, 2 Trace East, and 1438 Arkadelphia Road in Jasper Alabama

2.2. City Representative: Chief David Clark or his designee.

2.3. The awarded vendor shall be experienced and licensed for furnishing, and installing, steel safe room storm shelters.

2.4. The vendor shall schedule a site visit to measure each of the sties for installation.

2.5. The vendor shall provide a drawing with their proposal showing the location of each window, and door, along with a numbering system for each panel.

3. GENERAL SPECIFICATIONS:

3.1. Shelters must bear a warning stating, "Storm shelters will not offer storm protection unless all reinforcing straps or bolts are properly installed, when required".

4. TECHNICAL SPECIFICATIONS: SHELTER SAFE ROOM MATERIAL:

4.1. The shelters proposed shall be constructed to withstand 300 MPH ground speed wind equivalent to that of an EF-5 tornado and tested by the Texas Tech Wind Science and Engineering Research Center or equivalent testing facility.

4.2. The shelters proposed shall be constructed using ¼" steel plate for wall, floor, and door, reinforced ¾" steel corners, 4" structural C channel and a full steel ¼" floor, with 1/2" plate where Hilti anchor bolts go through shelter into the concrete.

4.3. Shelters shall be notched or mitered to accommodate an obstruction.

4.4. Vendor shall provide proposed item literature with their submission. Failure to do so may cause your quote to be rejected. In lieu of hardcopy literature, vendors may provide a weblink when responding.

4.5 The Shelters doors should have a 1" diameter polycarbonate bullet resistant peephole (1 ¼" thick) to allow visual inspection of the area immediately outside of the door.

5. TECHNICAL SPECIFICATIONS: HARDWARE/INSTALLATION:

5.1. All hardware shall be stainless steel.

5.2. It shall be the responsibility of the contractor to verify the soundness of the structure to withstand the additional loads and insure proper anchorage.

5.3. The Shelter safe room vault-like door shall be constructed of ¼" plate steel with 4" C channel reinforcement, and opens to the inside to prevent entrapment and quipped with a Mecedco pick-proof and drill-proof deadbolt or equivalent.

5.4 The Shelter doors shall be secured door during the storm with three 1 ¼" stainless steel locking pins that are secured through six solid steel guide blocks and three sold steel receiver blocks .

5.5. The shelters shall have a minimum of three large vents to create a natural airflow and shall be covered with ¼" steel debris protectors.

5.6. The Storm Shelters should have 24-inch carbon steel CORELOCK anchors (or equivalent), 7-inch by ¾-inch Hilti concrete cutting anchors (or equivalent) and industrial 2-component anchoring adhesive.

6. SCHEDULING:

6.1. The awarded vendor shall contact David Clark, the City Fire Chief, at 205-282-1329, to Schedule date and time for installation of the Steel Safe Room Storm Shelters.

6.2. The awarded vendor shall contact David Clark, the City Fire Chief, upon arrival at the Fire Department, before commencing work.

6.3. The awarded vendor shall install the steel safe room storm shelters during normal business hours, Monday through Friday, 8:00 a.m. through 4:30 p.m. until work is completed, as authorized by Chief David Clark, the City Fire Chief.

7. SAFETY

7.1. ******Lift truck to be supplied by the awarded vendor, if needed******

7.2. Awarded vendor is responsible for using safety precautions to ensure that their employees, and anyone who may come within the work perimeter, will not be injured. This may include, but not limited to, the use of barricades, signs, safety harnesses and equipment, truck lift and additional personnel.

7.3. Any unsafe conditions, or safety hazards, will be reported immediately to David Clark, Fire Chief

8. PROTECTION OF EXISTING STRUCTURES AND UTILITIES:

8.1. The Bidder shall assume full responsibility for the protection of all buildings, structures, and utilities, private or public, including poles, signs, services to building, utilities in the street, gas pipes, water pipes, hydrants, sewers, storm drains and electric and telephone and cables. The Bidder shall carefully support and protect all such structures and utilities from injury of any kind. The Bidder at their expense shall repair any damage resulting from the Bidder's operations.

9. CLEANUP AND DISPOSAL OF DEBRIS:

9.1. During the course of the work, the contractor shall keep the site of their operations in as clean and neat a condition as is possible. They shall dispose of all residue/debris at the conclusion of the work. They shall remove and haul away any surplus, equipment, temporary structures and any other debris remaining from the operations, and shall leave the entire site of the work in a neat and orderly condition.

10. MISCELLANEOUS:

10.1. The City realizes that weather conditions may influence job completion and will accept time delays if weather does not allow vendor to begin or complete job as scheduled. However, the job is to begin or be completed within 24 hours of acceptable weather conditions.

CITY OF JASPER

BIDDER INFORMATION

Bidder/Company Name: _____

Authorized Representative: _____

Signed: _____

Title: _____

Address: _____

City, State, & Zip: _____

Date: _____

Telephone: _____

Fax Number: _____

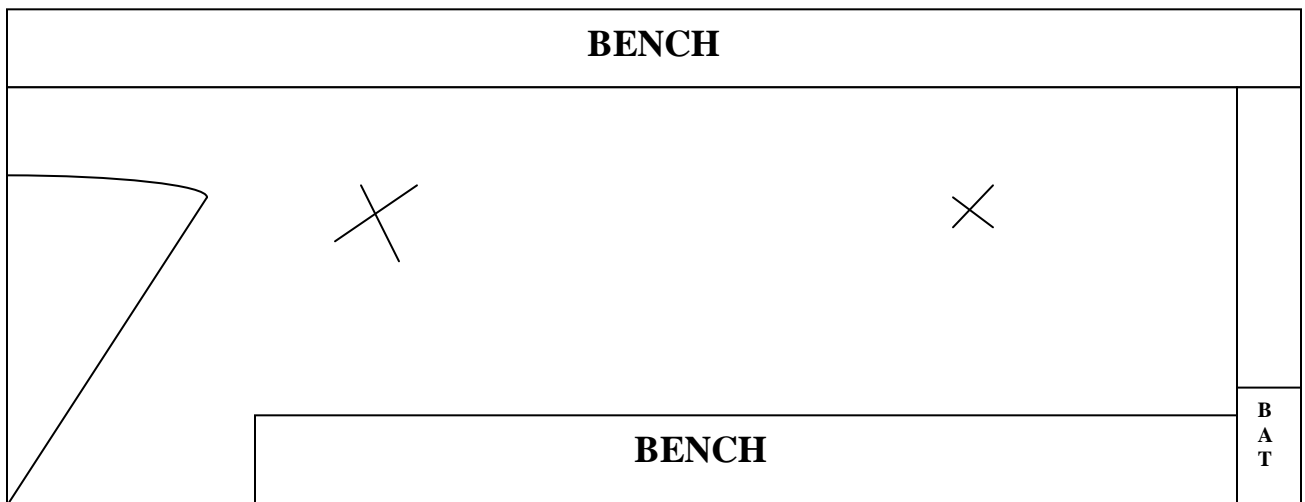
E-Mail Address: _____

BID SHEET

BID OFFER:
INSTALLATION OF STEEL SAFE ROOM STORM SHELTER LOCATED AT 10 EAST 18TH
STREET, JASPER, ALABAMA

TOTAL COST OF 6X12 STORM SHELTER	\$ _____
FREE STANINDING BENCH ON ALL WALLS	\$ _____
SURGE PROTECTOR	\$ _____
BATTERY IN CASE	\$ _____
BATTER MAINTENER	\$ _____
400 WATT DC-AC INVERTER	\$ _____
2 LED LIGHTS	\$ _____

6X12 STEEL SAFE ROOM STORM SHELTER



BID SHEET

BID OFFER:
INSTALLATION OF STEEL SAFE ROOM STORM SHELTER LOCATED AT 2 TRACE EAST,
JASPER, ALABAMA

TOTAL COST OF 5X8 STORM SHELTER \$ _____

FREE STANINDING BENCH ON ALL WALLS \$ _____

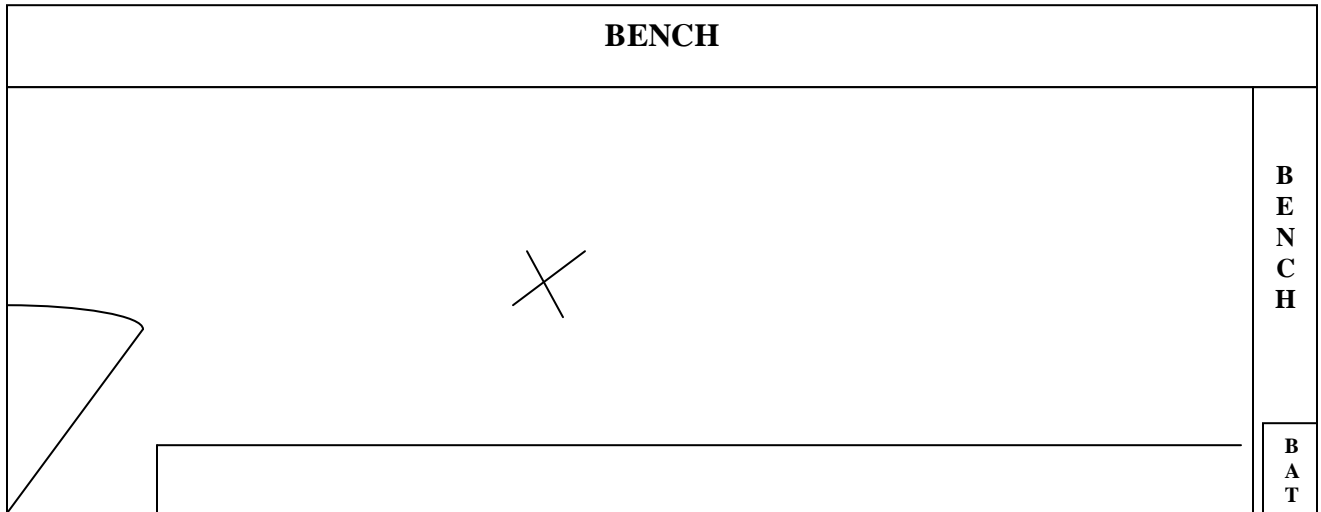
SURGE PROTECTOR \$ _____

BATTERY IN CASE \$ _____

BATTER MAINTENER \$ _____

400 WATT DC-AC INVERTER \$ _____

1 LED LIGHTS \$ _____



BID SHEET

BID OFFER:
INSTALLATION OF STEEL SAFE ROOM STORM SHELTER LOCATED AT 1438
ARKADELPHIA ROAD, JASPER, ALABAMA

TOTAL COST OF 5X8 STORM SHELTER	\$ _____
FREE STANINDING BENCH ON ALL WALLS	\$ _____
SURGE PROTECTOR	\$ _____
BATTERY IN CASE	\$ _____
BATTER MAINTENER	\$ _____
400 WATT DC-AC INVERTER	\$ _____
1 LED LIGHTS	\$ _____

5X8 STEEL SAFE ROOM STORM SHELTER

