



# City of Oxford

145 HAMRIC DRIVE EAST  
P.O. BOX 3383 • OXFORD, ALABAMA 36203  
WWW.OXFORDALABAMA.ORG

ALTON CRAFT  
Mayor

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CITY CLERK  
Alan Atkinson  
256-832-1562

August 4, 2021

## INVITATION TO BID

### CITY OF OXFORD COMMUNITY SAFE ROOMS

1. The City of Oxford, Alabama will on Wednesday, September 1st, 2021, at 9:00 a.m., Central Time, receive competitive sealed bids from qualified Contractors for services and equipment to provide **one or more** Community Tornado Shelter / Safe Rooms for the City of Oxford, Alabama. At the foregoing time on the foregoing date all responses to this invitation to bid will be publicly opened and read aloud in the City of Oxford Conference Room in City Hall located at 145 E. Hamric Drive, Oxford, AL.
2. Sealed bids with the words "Community Safe Rooms Bid", on the outside of the envelope or package containing the bid, must be submitted to the City of Oxford, Alabama, c/o City Clerk, 145 Hamric Drive E., Oxford, Alabama 36203, no later than Wednesday, September 1st, 2021, at 9:00 a.m., Central Time. Bids sent by facsimile transmission, telegraph, electronic mail (e-mail) or telephone **will not** be accepted. Questions and requests for additional information regarding this solicitation should be directed to Gary Sparks, Fire Chief, Oxford Fire Department, 149 E. Hamric Drive, Oxford, Alabama 36203; telephone (256) 241-3538.
3. The bid price must include the total price for all services, work, labor, supervision, use of equipment, and supplies, as herein provided and provided in the bid instructions and specifications, of which a copy is attached and incorporated herein by reference as if set forth herein in full.
4. A. All prospective bidders are strongly encouraged to be present or have a representative present at a pre-bid conference that will be held on Friday, August 13<sup>th</sup>, 2021, at 9:00 a.m., Central Time, in the City of Oxford Conference Room in City Hall located at 145 E. Hamric Drive, Oxford, AL.  
B. All questions and responses must be submitted in writing and will be shared with other bidders in attendance during the pre-bid conference to ensure all parties are given equal opportunity with respect to bid submittals.
5. Bid Forms, Instructions and Specifications are attached hereto and made a part of this Invitation to Bid.
6. Bidder shall include as part of the bidder's bid the amount for providing all services, work, labor, supervision, use of equipment, and supplies, as herein provided and provided in the bid instructions, and specifications.

7. Each bidder shall submit with his bid, a Bid Bond with good and sufficient surety or sureties acceptable to the City of Oxford. Failure to furnish a Bid Bond by the time set for opening of bids will cause rejection of the bid. Bid Guarantee shall be in the amount of five percent (5%) of the bid price or \$10,000.00 whichever is lesser.

(A) Upon award of the bid, the contractor shall have 14 days to execute two (2) bonds with good and sufficient surety or sureties acceptable to the City of Oxford. The penal sum of each bond shall be as follows:

I. Performance Bond: The penal sum of the Performance Bond shall equal on hundred percent (100%) of the contract.

II. Labor and Materials Bond: The penal sum of the Labor and Materials Bond shall equal fifty percent (50%) of the contract.

NOTE: Any bonds required will be furnished by the contractor to the City of Oxford prior to commencement of contract.

(B) The contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

(a) \$1,000,000.00 General Liability Insurance

(b) \$1,000,000.00 Workman's Compensation Insurance

Prior to commencement of work hereunder, the Contractor shall name the City of Oxford as additional insured and furnish a certificate of insurance to that effect of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the City of Oxford in such insurance shall not be effective until ten (10) days after written notice thereof to the City of Oxford.

8. The selected Contractor will be required to submit a properly completed and executed Internal Revenue Service Form W-9. The contractor will also be expected to complete and submit e-verify information, provide copies of business licensure, and other documents as requested by the City of Oxford and as necessary to be listed as a vendor for the same before any contract or agreements are signed and entered into.

9. The City of Oxford reserves the right to reject any and all bids, and to waive technical errors if, in City of Oxford's judgment, the best interests of City of Oxford will thereby be protected.

10. The selected bidder will be required to furnish all bonds and insurance as required, and shall comply with all federal, state and local laws, rules and regulations, applicable to services and/or work solicited in this invitation for bids, and applicable thereto due to the source of funding therefore, and source of funds for payment of selected bidder, the amount of funds to be paid for work, and services as solicited in this invitation for bids, and to be performed pursuant to these bid specifications, and terms and conditions applicable hereto. Further, the enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of a contract between the City of Oxford and the successful bidder, shall be reviewed by the City of Oxford and the successful bidder to determine whether compliance therewith is required.

11. No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a bid for services, work, labor and supplies, as herein and in the attached specifications provided, in accordance with all applicable laws of the State of Alabama, and the United States of America. The bidder must be licensed to do business in the City of Oxford and the State of Alabama. In addition, non-residents of the State, if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama.

B. Selected contractor will, by accepting the award of a contract for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

## **GENERAL BID INFORMATION**

### **SECTION I: SCOPE:**

Contractor shall furnish all labor, materials, equipment, and supervision to comply with the specifications outlined herein. Services are to be performed until completion of the project as outlined in the contract final form.

The City of Oxford reserves the right to temporarily reduce, from time-to-time, the scope of work detail items and work schedules contained herein to accommodate for reasons of convenience such as modification, special activities occurring on the premises, maintenance, renovation, or for any other reason of convenience, and such instruction shall be communicated to the Contractor in writing by City of Oxford personnel, and such modification shall not result in any reduction of fee payable under the terms of the contract.

**SECTION II: OR "EQUAL" CLAUSE** - Whenever a material or article required is specified or shown on the plans by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the EMA Director's opinion. It shall not be purchased or installed without his and/or the City of Oxford's written approval.

### **SECTION III: SUPERVISORY PERSONNEL:**

Contractor must supervise the quality and performance of the work within the terms and conditions of the specifications. Neither children under the age of sixteen nor pets will be allowed on premises during any phase of this project. The Contractor is to post employee regulations and information at their facility and wherever required on the installation site as may be required by any applicable rules, laws or regulations.

**SECTION IV: BIDDER QUALIFICATIONS:** The Contractor must submit with the bid, a list of three or more references for previous like work performed, including address, telephone number, and the period services were performed. Failure to submit this information may be grounds for the rejection of a bid.

In determining the lowest responsive, responsible bidder, consideration will be given to:

1. Ability, capacity and skill regarding bid specification requirements.
2. Past experience and performance.

All drawings and document submittals may be reviewed for approval by the State of Alabama Emergency Management Agency before a bidder is awarded the project.

The award of contract by the Oxford City Council will be to the responsive and responsible Provider whose bid complies with all of the requirements prescribed in the Request for Bid and is most advantageous to the City, all factors considered. No award shall be considered final until the City Council has formally awarded the bid and an agreement acceptable to the City of Oxford shall have been developed and executed.

#### **SECTION V: LIQUIDATED DAMAGES:**

Because actual damages that the City of Oxford will sustain due to unsatisfactory performance are uncertain and would be impossible or very difficult to ascertain accurately, the second and subsequent documented unsatisfactory performance in a month will result in a five percent (5%) reduction of the payment, and will be imposed as liquidated damages due from the Contractor to the City of Oxford. For example, four (4) documented unsatisfactory performances in a month will result in a 15% reduction in the payment.

#### **SECTION VII: CANCELLATION:**

This contract may be canceled for convenience, at any time during the contract period by the City of Oxford, by giving thirty (30) days written notice (proof of receipt required) to the Contractor.

#### **SECTION VIII: EXTENSION OF CONTRACT:**

This contract length is determined by availability of funds issued by the Federal Emergency Management Agency as the grantor and Alabama Emergency Management Agency as the grantee. The completion date for this project will be determined on the final signed contract with no extensions granted without prior approval from either entity.

#### **IMMIGRATION COMPLIANCE**

The selected bidder will, by accepting this bid award, agree to the following: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The selected bidder shall, by accepting this bid award, agree to the following: By signing this Contract, the contracting parties affirm, for the duration of this agreement to remain in compliance with Act 2016-312, the Parties hereby agree that they are not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

## BID SPECIFICATIONS

### 1) Project Reference: 48 Person FEMA Community Safe Room

The bid specifications below are for the supply of a FEMA 361 / ICC500 community safe room with **one (1)** ADA restroom areas.

#### A) Safe Room Production Detail - Structure #1

Will consist of one (1) 10'0" WOD x 32'0" LOD x 8'0" HID (nominal) above ground, pre-Certified (48 person) above-ground, pre-fabricated, pre-manufactured 1/4" steel plate material shelter with rounded roof, primed and painted, or equivalent. The structure must include the following or equivalent as well:

1. Two (2) handicap accessible, 6-point locking doors
2. Side Bench Seats with Center Seats
3. Primary and Emergency Lighting
4. Electric forced air ventilation, with fan and exhaust vent guards
5. Dehumidifier
6. Concrete foundation
7. Labor and materials to install shelter at customer location
8. One (1) fully enclosed ADA compliant restrooms with standard chemical toilet
9. One (1) ADA compliant chemical hand sanitation station
10. Solar Panels
11. Freight/shipping and any associated fees
12. Successful bidder is responsible for any necessary permits, fees, or licenses.
13. Due to the limitation of funding, the City of Oxford reserves the right to amend the specifications to allow the City of Oxford to furnish any item of material or provide work/service to reduce the cost of the contract, if any is awarded.

## BID SPECIFICATIONS

### 2) Project Reference: 94 Person FEMA Community Safe Room

The bid specifications below are for the supply of a FEMA 361 / ICC500 community safe room with **two (2)** ADA restroom areas.

#### A) Safe Room Production Detail - Structure #2

Will consist of one (1) 10'0" WOD x 48'0" LOD x 8'0" HID (nominal) above ground, pre-Certified (87 person) above-ground, pre-fabricated, pre-manufactured 1/4" steel plate material shelter with rounded roof, primed and painted, or equivalent. The structure must include the following or equivalent as well:

1. Two (2) handicap accessible, 6-point locking doors
2. Side Bench Seats with Center Seats
3. Primary and Emergency Lighting
4. Electric forced air ventilation, with fan and exhaust vent guards
5. Dehumidifier
6. Concrete foundation
7. Labor and materials to install shelter at customer location
8. Two (2) fully enclosed ADA compliant restrooms with standard chemical toilets
9. One (1) ADA compliant hand sanitation station
10. Solar Panels
11. Freight/shipping and any associated fees
12. Successful bidder is responsible for any necessary permits, fees, or licenses.
13. Due to the limitation of funding, the City of Oxford reserves the right to amend the specifications to allow the City of Oxford to furnish any item of material or provide work/service to reduce the cost of the contract, if any is awarded.

#### B) Other General Terms and Disclaimers

The scope of work covered under this bid is limited exclusively to the manufacture of the safe room, supply of the foundation design, installation of the foundation, arranging for transportation of the safe room to a site designated by purchaser, crane off-loading services at said site, installation of the structure and utility termination work, and completion of the safe room.

**Foundation Installation and Utility Terminations:** This scope shall include installation of the specified foundation system consisting of a concrete structure that meets or exceeds FEMA 361 and ICC 500 standards. This pricing also includes termination of plumbing and electrical utilities accessible to the immediate exterior foundation of the shelter so that utilities provided by the customer can be connected properly.

**BID SHEET**

**City of Oxford, Alabama Community Safe Room Projects**

**Pricing Detail #1 – Completed Structure (as described).....\$ \_\_\_\_\_ each**

**Pricing Detail #2 – Completed Structure (as described).....\$ \_\_\_\_\_ each**

**Company Name** \_\_\_\_\_  
\_\_\_\_\_

**Contact Person** \_\_\_\_\_  
\_\_\_\_\_

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

**Telephone Number** \_\_\_\_\_

**Email** \_\_\_\_\_

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