



INVITATION TO BID

The Water Works and Sewer Board of the City of Anniston, Alabama (AWWSB)

Pavement Replacement

Sealed Bids for furnishing **pavement replacement** according to the Bid Specifications and Contract Documents will be received by The Water Works and Sewer Board of the City of Anniston, Alabama (AWWSB), **until 10:00 a.m. local time, on Tuesday, February 15, 2022**, at which time they will be publicly opened and read. No Bids will be accepted or opened after the date and time set forth herein.

The Bid Specifications and Contract Documents are open for public review and copies may be obtained at the AWWSB Main Office, 931 Noble Street, Suite 200, Anniston, AL 36201. The Specifications and Contract Documents are also available for review and download from the AWWSB website at www.awwsb.org. Please note that Bid Specifications and Documents will NOT be mailed to prospective bidders and prequalification is not required.

Answers to questions, clarifications, corrections, and additions to the Bid Specifications will be issued in the form of Addenda to the Specifications. Such Addenda will not be distributed by delivery or mail but, rather, shall only be posted on the AWWSB website and AWWSB Bulletin Board. It shall be the responsibility of the bidder to frequently visit the AWWSB website to view or download such Addenda, if any are issued.

This Invitation to Bid, the Bid Specifications, and the Bid/Proposal form(s) will comprise the total bid invitation package and should be read carefully. Bidders should submit all information requested on the Bid/Proposal forms provided with additional information attached as directed. Each proposal must be signed. If the bid is not submitted as requested, it may be grounds for disqualification of the bid and/or bidder.

In the event a bid is received from a person, firm, or corporation deemed to be a responsible bidder, having a place of business within the local preference zone established and the bid is no more than five percent greater than the bid of the lowest responsible bidder, the awarding authority may award the contract to the resident responsible bidder. In the event only one bidder responds to the invitation to bid, AWWSB may reject the bid and negotiate the purchase or contract, providing the negotiated price is lower than the bid price. AWWSB reserves the right to reject any or all Bids, to waive any informality in any Bid, and to accept any Bid considered as being the most beneficial to AWWSB.

In compliance with the BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN ACT, the successful bidder will be required to submit proof of Immigration Compliance as the law applies. The following language is required by § 31-13-9 (k) Code of Alabama 1975 to be placed in all contracts covered by the Act: "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 Water Works and Sewer Board of the City of Anniston, Alabama (AWWSB)

PAVEMENT REPLACEMENT

GENERAL TERMS AND CONDITIONS

1. All bid openings and any scheduled pre-bid conferences will be held in the AWWSB Board Room located on the Second Floor, Suite 200, 931 Noble Street, Anniston, Alabama. A pre-bid conference may be requested to review and answer any pertinent questions concerning the bid and the specifications.
2. Each bid must be submitted in a separate sealed envelope and received by AWWSB at the address stated above. All bidders must use our bid form(s). Any bid received after the opening date and time will not be considered. If it becomes necessary to revise any part of this bid, a written addendum will be posted to the AWWSB website (www.awwsb.org).
3. Copies of the Bid Request are available on the AWWSB website (www.awwsb.org) under opportunities.
4. AWWSB will not give verbal answers to inquiries regarding information in this bid, or verbal instruction prior to the submission deadline. All questions shall be submitted in writing to Jarrod Simmons, Finance Director at jsimmons@awwsb.org. Failure to request clarification of any inadequacy, omission or conflict will not relieve the vendor of any responsibilities under this solicitation or any subsequent contract. It is the responsibility of the interested vendor to assure they receive responses to questions if they are issued.
5. AWWSB provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, disability, religion or age in consideration for an award.
6. The attached specifications are being provided to potential bidders as guidelines, which describe the type and quality of structure, equipment, supply, and/or service AWWSB is seeking to purchase. The bidder must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the bid.
7. The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard of the article desired but does not restrict the bidder to the specified brand, make, manufacturer or specification names. It is set forth to convey the general style, type, character, and quality of the article desired by AWWSB. Whenever the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, and which is suited to the same use as that named and which is approved by AWWSB administration. Vendor shall incur all cost involved in obtaining an independent analysis if AWWSB deems it necessary to determine the suitability of items as being approved equal.
8. It will be assumed that all bids are based upon the specifications unless the bidder stipulates to the contrary on the proposal form; in which case, the bidder shall point out in detail any and all deviations from the specifications. Minor exceptions from the specifications may be considered if they do not alter the performance for the intended purpose.
9. All bids shall be typewritten or printed in ink on the form(s) provided by AWWSB. Bids prepared in pencil, facsimiles, or electronically submitted proposals will not be accepted. All proposals must be signed by officials of the corporation or company duly authorized to sign bids. Original signatures in ink are required. Facsimile or rubber-stamped signatures will not be accepted. Any bid submitted without being signed will automatically be rejected.
10. All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
11. Prices quoted for equipment or supplies shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. AWWSB will assume no transportation or handling charges other than specified in this bid. AWWSB is exempted from sales and use tax by Section 11-50-322, Alabama Code (1975).
12. Prices quoted to the AWWSB shall remain firm for a minimum of 90 days from the date of opening of the bid, unless so stated differently in the bid.

13. The delivery schedule must be entered in the appropriate space in order for the bid to be considered. If all items cannot be delivered on the same schedule, please note variances.
14. The bidder shall assume full responsibility for warranty of all components of the equipment. A statement shall be attached with the proposal setting out the conditions of the warranty. The manufacturer's standard warranty shall be furnished.
15. AWWSB reserves the right to request a demonstration of any and all items bid before making the award.
16. AWWSB reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, waive formalities, re-advertise and / or take such other steps deemed necessary and in the best interest of the AWWSB. Issuance of this Request for Proposal does not bind AWWSB to award a contract, nor does the AWWSB in any way assume liability for expenses incurred in the preparation of any bids.
17. All bids will be awarded to the lowest responsive and responsible bidder. This determination 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, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable. When bids are equal, local vendor shall be favored. A local preference for a vendor located within the city limits of the City of Anniston or within the service area of AWWSB may be allowed in the percentage amount provided by the Code of Alabama (1975).
18. Unless Special Terms and Conditions of the bid specify otherwise, AWWSB reserves the right to make an award in whole or part to one or more bidders whenever deemed necessary and in the best interest of AWWSB.
19. The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold the AWWSB harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.
20. All items bid will be inspected by a representative of AWWSB upon delivery to ascertain compliance with the specifications. Items not in compliance with the specifications will be rejected until proper remedial measures are taken to assure compliance.
21. Bidders may be disqualified and bid proposals may be rejected for any of (but not limited to) the following causes:
 - a. Failure to use the bid forms furnished by AWWSB.
 - b. Lack of signature by an authorized representative on the bid form.
 - c. Failure to properly complete the bid form.
 - d. Evidence of collusion among bidders
 - e. Unauthorized alteration of the bid form.
22. AWWSB assumes no legal liability to purchase items or services under any contract unless funds are appropriated for that particular fiscal year.
23. AWWSB reserves the right to terminate, without cause, any award made as a result of this bid solicitation by providing a thirty (30) day letter of cancellation notification to the successful bidder. Failure on the part of the successful bidder to comply with all terms and conditions of this bid shall give cause for AWWSB to terminate the award immediately, and to relieve the AWWSB of any and all legal obligations associated with the award. In the event the bidder cannot comply with the terms and conditions of a bid on a particular item or transaction, AWWSB reserves the right to obtain the particular item from other vendors.
24. AWWSB is to be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Special Terms and Conditions.
25. In accordance with the Alabama Competitive Bid Law, as amended, the AWWSB may enter into multi-year leases, purchase, and lease purchase contracts for the acquisition of goods, supplies, materials and all other types of personal property, real property and services for a period not to exceed three years with the following provisions:
 - a. Prices quoted shall be effective for one (1) year beginning from the date of the award, unless otherwise stipulated, with the option to renew for two (2) additional one (1) year periods.

Renewals will require mutual agreement with both AWWSB and the awarding vendor with the bid price remaining the same.

- b. Contracts may provide for automatic renewal unless positive action is taken by the AWWSB to terminate such contract and the nature of such actions shall be determined by AWWSB and specified in the contract.
26. The Alabama Public Works Bid Law contains no term limitation for contracts, if the bid/contract falls under the Public Works Bid Law and no specific term is identified in the Special Terms and Conditions then pricing shall remain in effect until the award of subsequent bid by AWWSB or under the terms of the executed contract.
27. AWWSB will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to AWWSB by the deadline stated in the bid request.
28. The vendor/bidder/contractor agrees to comply fully with the Americans with Disabilities Act and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Bidders must comply with the President's Nos. 11246 and 11375 which prohibit discrimination in employment regarding race, creed, color, sex or national origin. Bidders must also comply with Title IV of the Civil Rights Act of 1964 and the Davis-Bacon Act, when it is applicable. Each vendor/bidder/contractor will indemnify and hold harmless AWWSB from all costs, including but not limited to damages as well as attorney's fees and staff time, in any action or proceeding brought alleging a violation of either of the above-mentioned Acts.
29. 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.
30. City Ordinances mandate that anyone who transacts business within the city limits of Anniston by one or all of the following situations is subject to obtain a City of Anniston business license:
 - a. A physical location within the City.
 - b. A representative of your company calls on customers or solicits business within the City.
 - c. Merchandise is delivered into the City on / in a vehicle other than by common carrier.
31. The successful bidder shall produce a copy of a current City of Anniston business license in bidders' company name and address prior to delivery if physically delivering to any location within the city limits of Anniston, Alabama using bidder's business owned transport / carrier.

BY SUBMISSION OF MY PROPOSAL, I CERTIFY THAT I HAVE READ AND UNDERSTAND THESE INSTRUCTIONS AND AFFIRM THAT I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS OR PROSPECTIVE BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION. UPON AWARD OF THIS BID, I WILL NOT SUBSTITUTE ANY ITEM ON THIS BID UNDER ANY CIRCUMSTANCES. I ALSO UNDERSTAND THAT THE GENERAL TERMS & CONDITIONS ARE STANDARD AND THAT ANY CONTRADICTING REQUIREMENTS OF THE SPECIAL TERMS AND CONDITIONS OR REQUEST FOR BIDS SUPERSEDE THESE GENERAL TERMS & CONDITIONS.

THE WATER WORKS AND SEWER BOARD OF THE CITY OF ANNISTON, ALABAMA (AWWSB)

PAVEMENT REPLACEMENT

SPECIAL TERMS AND CONDITIONS

The General Conditions of Invitations to Bid and any Special Conditions stated shall be considered as part of the specifications of the bid. Omission of any items that are requested as part of submission will be cause for rejection of proposal

Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the invitation to bid. Any exceptions taken to any item(s) must be fully explained in written detail on bidders' letterhead and attached to the bid when submitted.

AWWSB reserves the right to accept or reject any or all items covered in bid documents, or any portion(s) thereof, waive formalities, re-advertise and/or take such other steps deemed necessary and in the best interest of AWWSB. Issuance of this invitation to bid does not bind AWWSB to award a contract, nor does AWWSB in any way assume liability for expenses incurred in the preparation of any bids.

BID SPECIFICATIONS

It is the intent of these specifications to describe pavement replacement materials and services as needed by The Water Works and Sewer Board of the City of Anniston, Alabama (AWWSB). AWWSB is required cut and excavate from city, county, state and federal roadways in order to repair, replace, renovate or extend water and sewer services. The successful bidder will be expected to make timely repairs when directed by authorized AWWSB staff to the pavement at such sites in conformity with AWWSB, city, county, state or federal standards. The bid response form contains unit pricing for the most common types services and materials required.

Sections of the bid form must be filled out completely. AWWSB reserves the right to request clarification of information submitted and to request additional information.

ANTI-COLLUSION CERTIFICATE

The offeror certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same product and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The bidder understands collusive bidding is a violation of federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The bidder also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

Signed: _____

Date: _____

Company: _____

FAILURE TO COMPLETE WITH AN AUTHORIZED SIGNATURE MAY SUBJECT BID TO REJECTION.

**THE WATER WORKS AND SEWER BOARD OF THE CITY OF ANNISTON, ALABAMA
(AWWSB)**

PAVEMENT REPLACEMENT

MANDATORY BID RESPONSE FORM

Please review your bid documents for accuracy, completeness, required documentation, and necessary signatures before submitting. Please label the outer mailing/shipping package with the bid information as directed.

#	Unit	Description	Unit Price
1.	Sq. Ft.	Hot mix bituminous asphalt replacement, three (3) inches thick, compacted.	
2.	Sq. Ft.	Hot mix bituminous asphalt replacement hot mix, two (2) inches thick, compacted; with a six (6) inch thick concrete slab bridge support.	
3.	Sq. Ft.	Concrete replacement, three (3) inches thick.	
4.	Sq. Ft.	Concrete replacement, four (4) inches thick.	
5.	Sq. Ft.	Concrete replacement, six (6) inches thick.	
6.	Lin. Ft.	Concrete curb and gutter replacement \$ per linear foot.	
7.	Lin. Ft.	Concrete curb replacement \$ per linear foot.	
8.	Lin. Ft.	Concrete valley style gutter replacement \$ per linear foot.	
9.	Lin. Ft.	Concrete roll style gutter replacement \$ per linear foot.	
10.	Sq. Ft.	Hot mix bituminous asphalt replacement two (2) lifts, three (3) inches thick and one (1) lift two (2) inches thick meeting State Highway Specifications.	

I hereby certify that I have read and understand the specifications and affirm that the bid is in compliance with the specifications. As owner or authorized representative of the below company, I hereby certify that I understand and accept the provisions of the specifications issued by AWWSB

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.

Company Name

Owner/Authorized Representative Signature

Federal Tax ID Number

Name of Signer Typed or Printed

Date

Address

Phone Number

City, State, Zip

Email Contact