

*Limestone
County Commission*

*Chairman
Collin Daly*

*Administrator
Ellen Morell*



*Commissioners:
Daryl Sammet
Danny Barksdale
Derrick Gatlin
LaDon Townsend*

August 12, 2024

**INVITATION FOR BIDS
Proposal No. 2870**

GUARDRAILS AND END ANCHORS

Notice is hereby given that the Commission of Limestone County, Alabama will receive competitive bids on the following items:

GUARDRAIL AND END ANCHORS. SEE ATTACHED SPECIFICATIONS.

This bid is effective from October 1, 2024, until September 30, 2025.

Date of Delivery: **AS REQUESTED.** Terms: **NET 30 DAYS.**

You are invited to bid on the attached specifications. Any substitutes offered must be submitted in detail. The right to reject any items or materials not of quality or under any provisions of applicable Alabama law is reserved.

Proposals must be received by 10:00 a.m., CST, on Tuesday, September 10, 2024. Late proposals shall not be considered. Deliver sealed proposals by hand, U.S. Mail, or commercial courier service to:

Ellen Morell, County Administrator
Limestone County Commission
310 W Washington St
Athens, AL 35611

Fax and/or electronically delivered (e.g., by email) proposals shall not be accepted.

Bids will be opened on **Tuesday, the 10th day of September 2024, at 10:00 a.m.** and awarded on **Monday, the 16th day of September 2024, at the regular meeting of the Limestone County Commission, which will follow a work session at 10:00 a.m.**

REQUIREMENTS:

SECTION 1: GENERAL TERMS AND CONDITIONS

1.1 Bid Package: All Bids must be clearly marked on the outside of a sealed envelope “Guardrails and End Anchors.” Further, the outside of the envelope shall also be clearly marked with the **proposal number and opening date**.

1.2 Award: Award will be made to the most responsive, responsible bid meeting specifications, which presents the product and/or service which is in the best interest of Limestone County. Limestone County reserves the right to reject any or all bids for any reason. Bidder shall bid its prices for each material using Attachment 1, which is attached to this Invitation for Bids. Bidder must provide prices for each category of material listed in Attachment 1 or its bid may be determined to be non-compliant with this Invitation for Bids. All applicable taxes must be included in the amount of bid price.

1.3 Copies: Limestone County requires that bids be submitted with 1 original and 5 copies.

1.4 Signing of Bids: In order to be considered, all bids must be signed by an officer of the bidding company.

1.5 Contractor Default: Limestone County reserves the right, in the case of Bidder default under an awarded bid, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess cost occasioned thereby.

1.6 Waiving of Informalities: Limestone County reserves the right to waive informalities or technicalities in any bids when in the best interest of Limestone County.

SECTION 2: OBLIGATIONS, RIGHTS, AND REMEDIES

2.1 Alterations and Amendments: No alterations, amendments, changes, modifications, or additions to this request shall be binding on Limestone County without the prior written approval of the County.

2.2 Compliance with all Laws: Bidder is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work. Bidder shall provide proof of appropriate licensing and permits in the State of Alabama upon request. If Bidder’s Bid is awarded, then Bidder shall make all reports, as necessary, to any and all federal, state, and local entities, if and as required.

2.3 Governing Laws: The laws of the State of Alabama shall govern this Invitation for Bids, and all obligations of the parties will be performable in Limestone County, Alabama. The courts of Limestone County, Alabama, shall have jurisdiction over any disputes which arise hereunder and the courts in such jurisdiction shall be the exclusive venue for any claims, suits, or actions by either party.

2.4 Indemnification/Hold Harmless: The Bidder who is awarded a contract for the provision of the described services and/or goods, shall indemnify, defend, save and hold harmless the Limestone County Commission, its officers, agents, and employees from all suits, claims, actions

or damages of any nature brought because of, arising out of, or due to breach of the awarded contract, its subcontractors, suppliers, agents, or employees, or due to any negligent act or occurrence, or any omission or commission of Bidder, its subcontractors, suppliers, agents or employees.

2.5 Nondiscrimination and Statement: Bidder agrees that no person on the grounds of handicap, age, race, color, religion, sex, or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of any contract awarded pursuant to this request, or in the employment practices of Bidder.

SECTION 3: SPECIAL TERMS AND CONDITIONS

3.1 Intent: The Limestone County Commission is requesting bids from interested and qualified vendors for providing Guardrails and End Anchors to the Limestone County Commission which meets the specifications in this Invitation for Bids, including, but not limited to, all related requirements set forth in this Invitation for Bids and this Section 3.

3.2 Term: The effective term of the awarded bid is from October 1, 2024 to September 30, 2025.

3.3 Compliance with All Applicable Regulations: The successful Bidder agrees and covenants that the company, its agents and employees will comply with all codes, laws, rules, and regulations applicable to the business conducted pursuant to any awarded bid.

3.4 Delivery of Services: Bidder shall deliver all goods and/or services as described in this Invitation for Bids, including, but not limited to, in the attachment(s) to this Invitation for Bids. Limestone County reserves the right to reject any non-conforming materials.

3.5 Time for Work to Begin: Time is of the essence in any work performed pursuant to an award of bid. Unless otherwise agreed upon, the Bidder shall begin work no later than 20 days after the work order has been submitted. Work shall be prosecuted in a continuous manner until completion. In the event work has not started within 20 working days and/or work is not prosecuted in a diligent and continuous manner, the bid may be canceled and placed with the bidder whose price is the next acceptable bid above the lowest acceptable bid received. The difference in cost accrued in the change from the bid price to the next acceptable bid price above that of the low bidder may be charged as liquidated damages to the bidder failing to accomplish the work as described above, except where delays are due to causes beyond the control of the contractor.

3.6 Traffic Control: Contractor will be responsible for traffic control and protection of the placed material from traffic.

3.7 Compliance with ALDOT Specifications: All materials furnished and installation of said materials shall comply with the State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition and to the ALDOT Special and Standard Highway Drawings, (Latest Edition). Special attention is directed to Section 630.00 of the Specifications.

3.8 Full Compensation: The price bid for the anchors and guardrail shall be full compensation for furnishing all materials, equipment, tools, labor, and incidentals necessary to

complete removal and installation according to section 630.03 of the Specifications. Payment shall be made under section 630.05 of the Specifications.

3.9 Reporting: All material testing, certifications, test reports, etc. as required by the Specifications shall be provided by the contractor to the Limestone County Engineering Department.

3.10 Salvage: Any salvageable materials shall remain property of Limestone County Commission.

3.11 Bid Calculations: Quantities on Bid Sheet (Attachment 1) are estimates for determining low bidder only. Actual quantities to be placed will vary significantly from quantities shown. Bid will be awarded to one contractor based on the lowest total bid for all items based on the estimated quantities.

3.12 Anti-Boycott Requirements: Bidder avers that it is not currently engaged in, and during the duration of any agreement with Limestone County shall not engage in, the boycott of any person or entity based in or doing business with a jurisdiction with which Alabama can enjoy open trade. If bid is awarded, then Bidder shall complete and execute a Certificate of Compliance with Act 2016-312, as provided to it by Limestone County.

3.13 Anti-Economic Boycotts Requirements: If Bidder is a company with 10 or more full-time employees, the Bidder avers that, without violating controlling law and when not excepted by Alabama Code (1975) § 41-16-161(c), it does not, and shall not during the duration of any agreement between it and Limestone County, engage in economic boycotts. If awarded a contract pursuant to this request, then Bidder (if a company with 10 or more full-time employees) shall complete and execute a Certificate of Compliance with Act 2023-409, as provided to it by Limestone County.

3.14 Beason-Hammon Taxpayer and Citizen Protection Act Requirements: By submitting a Bid and/or by entering into an agreement with Limestone County pursuant to an award based on this Invitation for Bids, then Bidder affirms, for the duration of any such agreement, that it 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 party found to be in violation of this provision shall be deemed in breach of the agreement formed and shall be responsible for all damages resulting therefrom. Moreover, Bidder shall provide documentary proof to Limestone County that it participates in the E-Verify program. If the Bid submitted pursuant to this Invitation for Bids is awarded by Limestone County, then Bidder shall complete and execute a Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as provided to it by Limestone County.

SECTION 4: COMPANY INFORMATION

Include a company profile containing the following information:

- a) Name, address, telephone number, email, and fax number (if any) of company.
- b) Company history.
- c) Include copy of all licenses/permits to do business in the State of Alabama.
- d) Include proof of participation in E-Verify program.

All bids must be sealed, and the words "Guardrails and End Anchors," name of item, proposal number, and opening date must be marked on the outside of the envelope.

A handwritten signature in blue ink, appearing to read 'Collin Daly', is written over a horizontal line.

Collin Daly, Chairman
Limestone County Commission

Miscellaneous Bid Notes

Bids made out in pencil will not be accepted. Brand names, catalog numbers, etc. are used to indicate levels of quality. If the bidder is unable to furnish an item as specified and desires to offer a substitute, provide a full description of the item, including descriptive literature and/or manufacturer's specifications, along with any supplemental additional information necessary to compare the item bid with the requirements set forth in the bid form, or the bid may be rejected. Any attachment hereto is made and becomes a part of this inquiry and must be signed by bidder. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. Tax exemption certificates will be furnished upon request.

Limestone County reserves the right to accept or reject all bids or any portion thereof.

The bidder agrees to furnish the items described in this bid document at the prices shown and guarantee that each item offered will meet or exceed all specifications, conditions and requirements listed for same. The term of this bid is for one year (October 1, 2024 through September 30, 2025).

Attachment 1

Bid Sheet

GUARDRAIL AND END ANCHOR

Type 10 Series end anchors complete and installed \$ _____ x 10 each = _____

Type 13 Series end anchors complete and installed \$ _____ x 10 each = _____

Steel Beam Guardrail, Class A, Type 2
complete and installed \$ _____ x 250 feet = _____

Type 20 Series end anchors complete and installed \$ _____ x 20 each = _____

Total Bid for all Guardrails and End Anchors \$ _____

Attachment 2

VERIFICATION AND AFFIRMATION

NAME OF COMPANY:

ADDRESS:

CONTACT PERSON:

Please Print

SIGNATURE:

E-MAIL:

TELEPHONE NUMBER:

By signing this Verification and Affirmation, the party verifies and acknowledges that it is bound by the terms of its bid (including, but not limited to, the terms found in the Invitation for Bids and its materials prices as set forth in Attachment 1) for the period stated above should the party's bid be selected and awarded by Limestone County. Moreover, it affirms, for the duration of the agreement, that it 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, if the party found to be in violation of this provision, then it shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.