



GADSDEN STATE
COMMUNITY COLLEGE
Purchasing Department

P. O. Box 227 · Gadsden, Alabama 35902-0227 · www.gadsdenstate.edu

Gadsden State Community College (College) will receive sealed proposals at the office of:

Kim Carter, 1001 East Cardinal Drive, Joe Ford Center, Room 119, Gadsden Alabama 35903
UNTIL: 2:00 PM CST, 10/30/2024 at which time and place they will be publicly opened and read.

FOR: PW 25-01 Assembly and Installation of Fitness Court Studio and Equipment

Description of Work and Technical Requirements:

The Work is for the complete assembly and installation of a Fitness Court Studio and all equipment.

The Work does not include the pouring of a concrete slab.

The Fitness Court Studio equipment cost \$145,000 and was procured under a separate contract. This amount will be added to the total bid price and must be accounted for when securing the bid guaranty, payment bond, and performance bond.

The installation must follow all specifications and dimensions set forth in the Fitness Court Studio installation manual and related documents. Technical documents are appended.

The project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental work necessary to complete the Work. The Work consists of the installation of the National Fitness Campaign (NFC) Fitness Court Studio and includes the assembly of a body-weight training wall and equipment, installation of fitness tile floor, painting of all floor graphics, and installation of all 3M vinyl graphics.

Contractor Experience

Experience with at least two Fitness Court Studio and equipment installations within the past two years is preferred. Bidders may be asked to provide the College proof of preferred contractor experience.

Technical Requirements:

Installation includes:

- Site / Concrete Slab Inspection:
 - Pre-inspection of the existing site and concrete slab to ensure compliance with the plans and specifications including dimensions, mix design, surface preparation, use of vapor barrier, and slope of the concrete slab.
 - Knowledge of and confirmation that the temperature, humidity and other environmental conditions are conducive to the product specification requirements at the time of installation of the Outdoor Fitness Court Studio as outlined in the installation manual.
 - Confirming that the existing concrete slab is suitable for tile adhesive requirements.
 - Understanding and following all the adhesive manufacturer specifications especially as it relates to environmental conditions at the time of installation.
 - Tooling requirements and tile installation techniques to prevent tiles from bowing and lifting.
- Validating that the size and finish of the concrete slab meets the requirements of the tile adhesive manufacturer and NFC Plans prior to the beginning of the Fitness Court Studio installation.
- Confirming the concrete contractor used the Spraylock P3 Industrial Concrete Treatment per manufacturer and NFC Specifications.

- Assembly and anchoring of the Fitness Court Studio body-weight training wall per the NFC Installation Manual including:
 - Correct accuracy of installing the anchor bolts to allow for a precision puzzle fit assembly of the Fitness Wall.
 - Knowledge of and tooling required to install wall skin panels utilizing rivet attachments.
 - Ensure correct attachment of the footstrip paneling.
- Installation of the Fitness Court Studio tile floor and ADA board ramp tiles per manufacturer and NFC specifications.
 - 2244 SF of tile – Fitness Court Studio
- Installation of the Fitness Court Studio body-weight training wall elements, including wall brackets, rings, push ladders and elements outlined in the NFC installation manual.
- Installation and anchoring of all Fitness Court Studio floor equipment including:
 - Installation of (6) Plyo Boxes
 - Installation of (8) Lunge Steps
 - Installation of (2) Bend Stations
 - Installation of (2) Sets of Row Stands
- Masking and painting of all floor graphics including:
 - (7) zone markings
 - (1) agility ladder
 - (2) sets of agility dots
 - All paint and stencils provided by the College.
 - Installer to have an understanding of the environmental requirements of and methodology for installation of floor marking vinyl stencils as well as the surface preparation and application requirements of floor marking paint.
- Installation of 3M vinyl graphics per the NFC Graphics Alignment Guide
 - Installation of graphics per guidelines and 3M installation requirements.
 - Understanding of and proper use of 3M Primer and 3M edge sealer.
- Provide the College with the Signed Certificate of Completed Installation

Prepayment

The College will not prepay for any Work to be rendered.

Local, State, and Federal Requirements

The contractor must comply with all local, state, and federal laws, including federal labor laws and wage requirements, The contractor must also adhere to all local permit requirements, if any.

Contractors License

Because the cost of the fitness equipment is included in the total project cost, all bidders must be licensed under the provisions of Title 34, Chapter 8, Code of Alabama, 1975, General Contractors License, and must show evidence of license before bidding or bid will not be received or considered by the College; **the bidder shall show such evidence by clearly displaying his or her current license number on the outside of the sealed envelope in which the proposal is delivered.**

Warranty

The contractor must provide warranty information, if the work does not come with a warranty the exception must be noted in the proposal.

Bid Security

A cashier's check or bond payable to: Gadsden State Community College in an amount not less than five (5) percent of the amount of the bid, but in no event more than \$10,000, must accompany the bidder's proposal. If a bid bond is furnished in lieu of a cashier's check, ACCS Form 5-F (appended) must be used.

Bonds, Contract, and Insurance

A Performance Bond with penalty equal to one hundred (100) percent of the amount of the contract, a Payment Bond in an amount not less than fifty (50) percent of the contract price, and evidence of insurance required will be required at the signing of the Contract. ACCS Forms must be used to satisfy these requirements. ACCS Forms 2-C (*Performance Bond*), and 2-D (*Payment Bond*) are appended.

Sales Tax

Submission of a completed standard Accounting of Sales Tax (ACCS Form 5-H) (appended). If sales tax will not be applicable, enter, \$0.00 on ACCS Form 5-H.

Submittal

Bids must be submitted on the ACCS Form 5-E (*Proposal Form*) (appended) furnished by the College or copies thereof.

College Rights

The College reserves the right to reject any or all proposals and to waive technical errors if, in the College's judgement, the best interests of the College will thereby be promoted.



FACILITIES DIVISION

ACCS FORM 5-E

PROPOSAL FORM

To: Gadsden State Community College _____

In compliance with the Advertisement for Bids (PW 25-01) and subject to all the conditions thereof, the undersigned

Legal Name of Bidder:

hereby proposes to furnish all labor and materials and perform all work required for the construction of

WORK:

The complete assembly and installation of all equipment for an Outdoor Fitness Court (Court). The installation must follow all specifications and dimensions set forth in the Court installation manual. The project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental work necessary to complete the Work. The Work consists of and includes assembly of the Court equipment elements, body-weight training wall, sports floor, floor paint and art and vinyl decals on the front back, and sides of the training wall.

in accordance with the Advertisement for Bids (PW 25-01) Drawings and Specifications
The Bidder, which is organized and existing under the laws of the State of: _____,

having its principal offices in the City of: _____,

is: a Corporation a Partnership an Individual Other: _____

LISTING OF PARTNERS OR OFFICERS:

If Bidder is a Partnership, list all partners and their addresses; if Bidder is a Corporation, list the names, titles, and business addresses of its officers:

BIDDER'S REPRESENTATION: The Bidder declares that it has examined the site of the Work, having become fully informed regarding all pertinent conditions, and that it has examined the Drawings and Specifications (including all Addenda received) for the Work and the other Bid and Contract Documents relative thereto, and that it has satisfied itself relative to the Work to be performed.

ADDENDA: The Bidder acknowledges receipt of Addenda Nos. _____ through _____ inclusively.

BASE BID: For construction complete as shown and specified, the sum of:
_____ Dollars (\$ _____)

ALTERNATES: If alternates as set forth in the Bid Documents are accepted, the following adjustments are to be made to the Base Bid:

- For Alternate No. 1 (_____) add deduct \$ _____
- For Alternate No. 2 (_____) add deduct \$ _____
- For Alternate No. 3 (_____) add deduct \$ _____
- For Alternate No. 4 (_____) add deduct \$ _____
- For Alternate No. 5 (_____) add deduct \$ _____
- For Alternate No. 6 (_____) add deduct \$ _____

UNIT PRICES - (Attach to this Proposal Form the unit prices, if any, on a separate sheet.)

BID SECURITY: The undersigned agrees to enter into a Construction Contract and furnish the prescribed Performance and Payment Bonds and evidence of insurance within fifteen calendar days, or such other period stated in the Bid Documents, after the contract forms have been presented for signature, provided such presentation is made within 30 calendar days after the opening of bids, or such other period stated in the Bid Documents. As security for this condition, the undersigned further agrees that the funds represented by the Bid Bond (or cashier's check) attached hereto may be called and paid into the account of the Awarding Authority as liquidated damages for failure to so comply.

Attached hereto is a (Mark the appropriate box and provide the applicable information):

- Bid Bond, executed by _____ as Surety,
- A cashier's check on the _____ Bank: _____,
for the sum of: _____
Dollars (\$ _____) made payable to the Awarding Authority.

BIDDER'S ALABAMA LICENSE:

State License for General Contracting: _____ / _____ / _____
License Number Bid Limit Type(s) of Work

CERTIFICATIONS: The undersigned certifies that he or she is authorized to execute contracts on behalf of the Bidder as legally named, that this proposal is submitted in good faith without fraud or collusion with any other bidder, that the information indicated in this document is true and complete, and that the bid is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

The Bidder also declares that a list of all proposed major subcontractors and suppliers will be submitted at a time subsequent to the receipt of bids as established by the Architect in the Bid Documents but in no event shall this time exceed twenty-four (24) hours after receipt of bids.

Legal Name of Bidder: _____

Mailing Address: _____

***By (Legal Signature):** _____

*Name & Title (Print):

Telephone Number:

(SEAL)

Email Address:

* If other than the individual proprietor, or an above named member of the Partnership, or the above named president, vice-president, or secretary of the Corporation, attach written authority to bind the Bidder. Any modification to a bid shall be over the initials of the person signing the bid, or of an authorized representative.



FACILITIES DIVISION

ACCS FORM 5-F

BID BOND

• Do not staple this form; use clips.

The **PRINCIPAL** (Bidder's Company Name and Address)

Name:
Address:

The **SURETY** (Company Name and Primary Place of Business)

Name:
Address:

The **OWNER**

Name: Gadsden State Community College
Address: 1001 George Wallace Drive, Gadsden Alabama 35903

The **PROJECT** for which the Principal's Bid is submitted (Project name as it appears in the Bid Documents):

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the **PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than Ten-thousand Dollars (\$10,000.00).**

THE CONDITION OF THIS OBLIGATION is that the Principal has submitted to the Owner the attached bid, which is incorporated herein by reference, for the Project identified above.

NOW, THEREFORE, if, within the terms of the Bid Documents, the Owner accepts the Principal's bid and the Principal thereafter either:

- (a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the form contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or
- (b) fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the Owner the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the Owner may award a Construction Contract for the same Work to another bidder, **then**, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the Owner may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED this (Day) of (Month), 20____ (Year)

PRINCIPAL: _____

ATTEST:

BY: _____

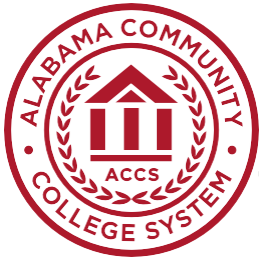
NAME AND TITLE

SURETY: _____

ATTEST:

BY: _____

NAME AND TITLE



FACILITIES DIVISION

ACCS FORM 2-D

PAYMENT BOND

7 SURETY'S BOND NUMBER:	
● The PRINCIPAL (Company name and address of Contractor as appears in the Construction Contract)	
NAME:	
Address:	
● The SURETY (Company name and primary place of business)	
NAME:	
Address:	
● The OWNER: THE ALABAMA COMMUNITY COLLEGE SYSTEM ON BEHALF OF:	
Gadsden State Community College	
Address:	1001 George Wallace Drive, Gadsden Alabama 35903
● The PENAL SUM of this Bond (the Contract Sum):	
● DATE of the Construction Contract:	
● The PROJECT: (Same as appears in the Construction Contract)	

1. WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above to promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract, which is incorporated herein by reference, and any modifications thereof by Contract Change Orders. If the Contractor and its Subcontractors promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders, then this obligation shall be null and void; otherwise to remain and be in full force and effect.

2. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

3. Any person that has furnished labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders for which payment has not been timely made may institute a civil action upon this Bond and have their rights and claims adjudicated in a civil action and judgment entered thereon. Notwithstanding the foregoing, a civil action may not be instituted on this bond until 45 days after written notice to the Surety of the amount claimed to be due and the nature of the claim. The civil action must commence not later than one year from the date of final settlement of the Contract. The giving of notice by registered or certified mail, postage prepaid, addressed to the Surety at any of its places of business or offices shall be deemed sufficient. In the event the Surety or Contractor fails to pay the claim in full within 45 days from the mailing of the notice, then the person or persons may recover from the Contractor and Surety, in addition to the amount of the claim, a reasonable attorney's fee based on the result, together with interest on the claim from the date of the notice.

4. Every person having a right of action on this bond shall, upon written application to the Owner indicating that labor, material, or supplies for the Work have been supplied and that payment has not been made, be promptly furnished a certified copy of this bond and the Construction Contract. The claimant may bring a civil action in the claimant's name on this Bond against the Contractor and the Surety, or either of them, in the county in which the Work is to be or has been performed or in any other county where venue is otherwise allowed by law.

5. This bond is furnished to comply with Code of Alabama, §39-1-1, and all provisions thereof shall be applicable to civil actions upon this bond.

6. All claims and disputes between Owner and either the Contractor or Surety arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract.

SIGNED AND SEALED this -Day of -Month- -Year-

SURETY:

CONTRACTOR as PRINCIPAL:

SURETY COMPANY NAME

CONTRACTOR COMPANY NAME

BY: _____

SIGNEE'S PRINTED NAME

BY: _____

SIGNEE'S PRINTED NAME

TITLE: _____

SIGNEE'S TITLE

TITLE: _____

SIGNEE'S TITLE

NOTE: Original power of attorney for the Surety's signatory shall be furnished with the original bond form to be attached to each of the contract forms per project.



PERFORMANCE BOND

7 SURETY'S BOND NUMBER:	
The PRINCIPAL (Company name and address of Contractor as appears in the Construction Contract)	
NAME:	
Address:	
The SURETY (Company name and primary place of business)	
NAME:	
Address:	
The OWNER: THE ALABAMA COMMUNITY COLLEGE SYSTEM ON BEHALF OF:	
Gadsden State Community College	
Address:	1001 George Wallace Drive, Gadsden Alabama 35903
The PENAL SUM of this Bond (the Contract Sum):	
DATE of the Construction Contract:	
The PROJECT: (Same as appears in the Construction Contract)	

- 1. WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above for the performance of the Contract, and Contract Change Orders, in accord with the requirements of the Contract Documents, which are incorporated herein by reference. If the Contractor performs the Contract, and Contract Change Orders, in accordance with the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

- 2.** The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

- 3.** Whenever the Architect or Owner gives the Contractor and the Surety, at their addresses stated above, a written Notice to Cure a condition for which the Contract may be terminated in accordance with the Contract Documents, the Surety may, within the time stated in the notice, cure or provide the Architect or Owner with written verification that satisfactory positive action is in process to cure the condition.

- 4.** The Surety's obligation under this Bond becomes effective after the Contractor fails to satisfy a Notice to Cure and the Owner:
 - (a)** gives the Contractor and the Surety, at their addresses stated above, a written Notice of Termination declaring the Contractor to be in default under the Contract and stating that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the notice; and
 - (b)** gives the Surety a written demand that, upon the effective date of the Notice of Termination, the Surety promptly fulfill its obligation under this Bond.

- 5.** In the presence of the conditions described in Paragraph 4, the Surety shall, at its expense:
 - (a)** On the effective date of the Notice of Termination, take charge of the Work and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and of the Project site, and
 - (b)** Within twenty-one days after the effective date of the Notice of Termination, proceed, or provide the Owner with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Contract Documents, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the Owner has no reasonable objection.

6. As conditions precedent to taking charge of and completing the Work pursuant to Paragraph 5, the Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Contract Documents. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Contractor under the Contract Documents; however, the Surety shall also have the right to assert "Surety Claims" to the Owner in accordance with the Contract Documents. The presence or possibility of a Surety Claim shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.

7. By accepting this Bond as a condition of executing the Construction Contract, and by taking the actions described in Paragraph 4, the Owner agrees that:

(a) the Owner shall promptly advise the Surety of the unpaid balance of the Contract Sum and, upon request, shall make available or furnish to the Surety, at the cost of reproduction, any portions of the Project Record, and

(b) as the Surety completes the Work, or has it completed by a qualified contractor, the Owner shall pay the Surety, in accordance with terms of payment of the Contract Documents, the unpaid balance of the Contract Sum, less any amounts that may be or become due the Owner from the Contractor under the Construction Contract or from the Contractor or the Surety under this Bond.

8. In the presence of the conditions described in Paragraph 4, the Surety's obligation includes responsibility for the correction of Defective Work, liquidated damages, and reimbursement of any reasonable expenses incurred by the Owner as a result of the Contractor's default under the Contract, including architectural, engineering, administrative, and legal services.

9. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the Owner for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 5. If the Surety should fail or refuse to take charge of and complete the Work, the Owner shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the Owner, less the unpaid balance of the Contract Sum, shall be recoverable under this Bond:

(a) the cost of completing the Contractor's responsibilities under the Contract, including correction of Defective Work;

(b) additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Work;

(c) interest on, and the cost of obtaining, funds to supplement the unpaid balance of the Contract Sum as may be necessary to cover the foregoing costs;

(d) the fair market value of any reductions in the scope of the Work necessitated by insufficiency of the unpaid balance of the Contract Sum and available supplemental funds to cover the foregoing costs; and

(f) additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the Owner's losses under the Bond.

10. All claims and disputes arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract.

SIGNED AND SEALED this this (Day) of (Month), 20____ (Year)

SURETY:

CONTRACTOR as PRINCIPAL:

SURETY COMPANY NAME

CONTRACTOR COMPANY NAME

BY: _____

BY: _____

SIGNEE'S PRINTED NAME

SIGNEE'S PRINTED NAME

TITLE: _____

TITLE: _____

SIGNEE'S TITLE

SIGNEE'S TITLE

NOTE: Original power of attorney for the Surety's signatory shall be furnished with the original bond form to be attached to each of the contract forms per project.



FACILITIES DIVISION

ACCS FORM 5-H

(Must be submitted with ACCS Form 5-E)

ACCOUNTING OF SALES TAX

ATTACHMENT TO ACCS FORM 5-E: PROPOSAL FORM

TO:		DATE:	
NAME OF PROJECT:			

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

			<u>ESTIMATED SALES TAX AMOUNT</u>	
BASE BID:			Dollars \$	
For Alternate No. 1 ()	<input type="radio"/> add	<input type="radio"/> deduct \$	
For Alternate No. 2 ()	<input type="radio"/> add	<input type="radio"/> deduct \$	
For Alternate No. 3 ()	<input type="radio"/> add	<input type="radio"/> deduct \$	
For Alternate No. 4 ()	<input type="radio"/> add	<input type="radio"/> deduct \$	
For Alternate No. 5 ()	<input type="radio"/> add	<input type="radio"/> deduct \$	
For Alternate No. 6 ()	<input type="radio"/> add	<input type="radio"/> 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.

Legal Name of Bidder:

Mailing Address:

*By (Legal Signature): _____

*Name (Print):

(SEAL)

*Title (Print):

*Telephone Number:

Email Address:

Note: A completed ACCS Form 5-H: Accounting of Sales Tax must be submitted with ACCS Form 5-E: Proposal Form. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.