

ADVERTISEMENT FOR BIDS

1. **Sealed Bids to be Received:** Sealed submissions will be received by the Commissioner c/o State Parks Division of the Alabama Department of Conservation and Natural Resources, Folsom Administration Building, Ste. 538, 64 N. Union Street, Montgomery, Alabama 36130, until **2:00 PM Central Time, Thursday, September 14th, 2023**. No bids shall be accepted after the time stated for receipt of bids. Bidders are responsible for assuring their bids are received prior to bid date and time. Sealed bids will be publicly opened and read for:

**LAKESIDE COTTAGES HVAC REPLACEMENT
LAKEPOINT STATE PARK
BARBOUR COUNTY
EUFAULA, ALABAMA
PROJECT NO. 2023-048-2610**

2. **Scope of Work:** This project generally consists of replacing 10 existing split heat pump HVAC units with new Carrier units of the same type and size. Contractor will be responsible for all labor and materials to complete this project, and must repair any damaged items, leaving the site in same or better condition as upon arrival or start of project. Contractors must be duly licensed as a General Contractor in the State of Alabama.
3. **Bid Opening:** Proposals will be publicly opened and read at State Parks Division of the Department of Conservation and Natural Resources, Folsom Administration Building, Ste. 538, 64 N. Union Street, Montgomery, Alabama 36130, at 2:30 PM Central Time, Friday, September 15th, 2023.
4. **Bid Package:** Bid documents, including required bid forms, drawings, and specifications may be obtained from the State Parks Division by contacting Dennis Grooms at (334) 353-7996 or email to dennis.grooms@dcnr.alabama.gov. Proposals must also include a signed and notarized copy of the Disclosure Statement required by Act 2001-955. Plans and Specification may be found on the Alabama State Parks website: <https://www.alapark.com/construction-permits-easement-and-research-applications>. Look for the Project Name under the CURRENT INVITATIONS TO BID.
5. **Submission of Sealed Bids:** Sealed Bids must be accompanied by a certified check or bid bond in an amount not less than five percent (5%) of the contract price, but not to exceed \$10,000.

6. **Award**: The Department will award the project to the responsive and responsible qualified bidder quoting the lowest total cost to the Department of Conservation and Natural Resources that is within the project budget. The Department reserves the right to compare specific items, at its discretion, to determine the lowest responsible bidder. It is anticipated that the award will be made within 30 days of the bid opening.
7. **Bond and Insurance**: A performance bond in the amount of 100% of the contract price and a payment bond in the amount of 100% of the contract price shall be required of the successful bidder. Evidence of insurance required in the bid documents will be required at the signing of the Contract.
8. **Prequalification Information**: A mandatory Pre-Bid Conference is scheduled for Wednesday, September 6th, 2023 at 9:00 AM. All General Contractors expecting to submit a qualified bid are required to attend this conference. The conference will be held at the lodge office at Lakepoint State Park, 104 Lakepoint Drive, Eufaula, Alabama. If you have any questions, please contact Dennis Grooms at (334) 353-7996 or email dennis.grooms@dcnr.alabama.gov or visit <https://www.alapark.com/construction-permits-easement-and-research-applications>. All General Contractors expecting to submit a qualified bid will include documentation of similar projects completed in the last five years, including references for those projects.
9. **Open Trade**: By submitting a bid, proposal, or qualification, the submitter represents that he/she and the business entity he/she represents is not currently engaged in the boycott of a person or entity based in or doing business with a jurisdiction with whom the State of Alabama can enjoy open trade, as defined in Act 2016-312.
10. **Economic Boycott**: In compliance with Ala. Act No. 2023-409, by signing this contract, Grantee provides written verification that Grantee, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.
11. **Immigration / E-Verify**: In compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as a condition for the award of any contract by the state to a business entity or employer that employs one or more employees, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program. The successful bidder will be required to acknowledge 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.
12. **Non-Discrimination**: The Department of Conservation and Natural Resources does not discriminate on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic

information, veteran status or disability in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities.

13. **Force Majeure:** In the case of a Force Majeure Event as defined herein, DCNR reserves the right to immediately terminate the Agreement without prior notice to Concessionaire. Should this occur, neither Party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency, whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, **COVID-19**; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

14. **General Information:** For contracts in excess of \$50,000, Contractor must be licensed as a General Contractor. Title 34, Chapter 8, Code of Alabama, 1975. All responses received will be subject to the Alabama Open Records Act, Ala. Code § 36-12-40, (1975), as amended, and may be subject to public disclosure upon request. If there is any reason for believing that collusion exists among the BIDDERS any or all bids may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work the Alabama Department of Conservation and Natural Resources.

15. The right to reject any/all bids is reserved and the Department reserves the right to waive any informalities in the bidding.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES

Christopher M. Blankenship,
Commissioner

Lakepoint Lakeside Cottages HVAC Replacement Project

DCNR-SPD #2023-048-2610

Scope of Work

Eufaula, AL

Project Scope

This project generally consists of mechanical/electrical contracting work installing new HVAC Units on the lakeside cottages at Lakepoint State Park. The contractor will install 10 all new HVAC units in accordance with current building codes. Contractor will be responsible for all labor and materials to complete this project, and must repair any damaged items, leaving the site in same or better condition as upon arrival or start of project. Contractors must be duly licensed as a General Contractor in the State of Alabama.

PART 1 – GENERAL

1.1 ELECTRICAL SYSTEM REQUIREMENTS

- A. Contractor Responsibility: The installing contractor shall be responsible for providing the equipment, labor and installation of the specified HVAC split heat pumps. The units must be installed and operational as per manufactures recommendations.
- B. Electric Power Requirements for the HVAC Equipment:
Electric power: Volt, Phase (To be confirmed by Contractor) and wire sized according to carry load and account drop not to exceed 3%
- C. System Design
 - 1. The electrical system equipment shall consist of:
 - a. Ten (10) new Carrier split heat pump units ranging in size from 2-3 Ton Units. See unit identification at the bottom of this document.
 - b. Reconnect to existing infrastructure:
 - (1) Check condition of existing ductwork and reconnect according to manufacturer instructions. Notify Owner of any issues discovered immediately. (per NEC or local codes)
 - (2) Reconnect to fire alarm system (if present) and test. (per NEC or local codes)
 - (3) Inspect and reconnect to existing electrical wiring. Notify owner of any issues discovered immediately.
 - 2. Electrical----All electrical wiring shall be copper wire.
- D. Design Standards
 - 1. All work shall meet local, National Electrical Codes and International Building Codes. It shall be the installing contractors' responsibility to correct any work deemed unacceptable by local electrical inspectors.
 - 2. All electrical components shall be UL Listed for the appropriate application.

PART 2 – EXECUTION

2.1 CONTRACTOR'S DUTIES

All work performed under this contract shall be performed in accordance with all provisions of these specifications and drawings. Any deviations from the specifications or plans must be approved in writing by the owner or his representative.

- A. Initial site inspection: The contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspection. The contractor shall immediately upon discovery, bring to the attention of the owner any conflicts that may occur among the various provisions of the specifications and plans. Failure of the contractor to bring conflicts or exceptions to the attention of the owner shall allow the owner to require any change deemed necessary before acceptance by the owner.
- B. Insurance Requirements:
1. Contractor's and Subcontractor's Insurance: The contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the owner, nor shall the contractor allow any subcontractor to commence work on his sub-contract until the insurance required of the subcontract has been so obtained and approved.
 2. Workman's Compensation Insurance: The contractor shall procure and shall maintain during the life of the contract, Workman's Compensation Insurance and Death Liability Insurance for all of the employees engaged in work on the project under the contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workman's Compensation Insurance and Death Liability Insurance for all of the latter's employees engaged in such work unless such employees engaged in hazardous work on the project under his contract are not protected under Workman's Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees not otherwise protected.
 3. Contractor's Public Liability and Property Damage Insurance: The contractor shall procure and shall maintain during the life of this contract, Contractor's Public Liability Insurance in an amount not less than \$500,000 for injuries, including accidental death to any one person and subject to the same limit for each person in an amount not less than \$500,000 on account of one accident, the Contractor's Property Damage Insurance in an amount not less than \$100,000 each occurrence and aggregate.
 4. Subcontractor's Public Liability and Property Damage Insurance: The contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in subparagraph 3 hereof in the amount specified.
 5. Automobile Public and Property Damage Insurance: The contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Automobile Public Liability Insurance in an amount not less than \$500,000 single limit for injuries, including accidental death and property damage. Insurance for automobiles shall include: the contractor's owned automobiles and trucks, hired automobiles and trucks, and automobiles and trucks not owned by the contractor.
- C. Bonding: The successful contractor shall furnish a performance bond in an amount equal to one hundred percent (100%) of the contract as security for the faithful performance of this contract, and a labor and material payment bond in an amount of one hundred percent (100%), or in the penal sum not greater than that prescribed by state, territory, or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The bonds shall be written by a surety licensed to do business in the locale in which the work is being performed and shall be satisfactory to the owner.

The successful contractor shall, upon completion of the project, protect the owner against defective materials or faulty workmanship for a period of one year. The contractor, at the owner's request, shall furnish a maintenance bond for the above outlined maintenance term. This bond shall be in an amount not to exceed one hundred percent (100%) of the contract price.

- D. Codes, Permits and Licenses: All work shall comply with the applicable rules of the National Electrical Code, the National Electrical Safety Code, the National Fire Codes, (published by the National Fire Protection Association), state and local codes and ordinances, and the terms and conditions of the services of the electrical utility, as well as any other authorities that may have lawful jurisdiction pertaining to the work specified. None of the terms or provisions of this specification shall be construed as waiving any of the rules, regulations or requirements of these authorities. The contractor shall procure all necessary permits or licenses to carry out his work, and shall pay the lawful fee therefore, as well as for any inspection fee or the cost of a certificate of approval.

In any instance where these specifications call for materials for construction of a better quality or larger size than required by the codes, the provisions of these specifications shall take precedence. The codes shall govern in the case of direct conflict between the codes and the plans and the specifications.

2.2 MATERIALS

- A. Approved Materials: All materials supplied by the contractor under the provisions of these specifications and plans shall be new materials and equipment of the kind and character called for by the specifications. Defective equipment or material damaged in the course of installation or tests shall be replaced or repaired in a manner satisfactory to the owner. All materials and equipment to be furnished under these specifications shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design.
- B. Alternate Materials: The materials specified have been determined by the owner and are specified as per the owners request for the purposes of this project. The owner reserves the right to reject any or all bids.

2.3 SITE ACCESS

- A. Contractor Access: For the performance of the contract, the contractor will be permitted to occupy such portions of the site as shown on the plans, or as permitted by the owner or his representative. A reasonable amount of tools, materials or equipment for construction purposes may be stored in such place, but not more than is necessary to avoid delays in construction. Old equipment is to be removed from the site and disposed of by the contractor at contractor's expense. No open ditches or holes shall be left un-marked overnight without safety tape or safety precautions in place.
- B. Owner's Access: The owner's representative shall at all times have access to the work site. The contractor shall keep the owner advised of the progress of the project and shall provide an opportunity for the owner or his representative to inspect each phase of the project. The contractor shall provide proper and safe facilities for such access and for inspection.

2.4 REPLACEMENT OF DAMAGED PROPERTY

The contractor shall replace all property damaged by him including fences, trees, plants, grass, walks, drives, building surfaces, etc.

2.5 INSTALLATION

- A. Manufacturer's Instructions: Written instructions for the installation of the heat pump equipment shall be provided by the manufacturer. The contractor shall review the instructions prior to beginning installation and review any areas of concern with the manufacturer.

- B. Installation of Equipment: Contractor shall install heat pump equipment per manufacturer's stated requirements to ensure proper performance is achieved.
- C. Manufacturer Representative: A qualified representative from the heat pump manufacturer shall be available to provide installation guidance if required by the contractor.
- D. Handling and unloading of Equipment: The heat pump equipment shall be unloaded by the contractor and handled in an appropriate manner to ensure safe installation and prevent damage to the equipment. Repair or replacement of damaged components shall be the responsibility of the installing contractor.
- E. Rigging: Use the appropriate rated web fabric slings to lift components into position. Chains or cables shall not be allowed due to potential failure and damage to components.
- F. Completion Time: All construction, after Notice to Proceed, is to be completed in 60 days. If construction is not completed within the specified period, and the delay is due to the fault of the contractor, the owner may charge the contractor liquidated damages in the amount of \$500 per day.
- G. Clean-up: Upon completion of the work and before acceptance and final payment is made, the contractor shall clean and remove from the site of work, surplus and discarded materials, temporary structures and debris of every kind. The contractor shall leave the site of work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the owner.

2.6 FIELD QUALITY CONTROL

- A. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual install is not in conformance with the requirements of the heat pump manufacture the Contractor shall be liable to any or all of the following if installation of the HVAC equipment does not conform to manufacturer's stated requirements:
 1. Contractor shall at his expense correct any incorrectly installed materials.
 2. The system must be operational upon completion of installation.
 3. The contractor will coordinate with the heat pump manufacturer to verify heating and cooling levels is correct.

2.7. Site Contact and Bid Information:

1. The site contact for this project will be Mr. Dennis Grooms. All questions concerning this project should be directed to him in writing at dennis.grooms@dcnr.alabama.gov.
2. Bids are due September 14th, 2023 by 2:00PM at the State Parks Office. Bids will be opened and read publicly September 15th, 2023 at 2:30PM at the State Parks Office. A virtual meeting invite will be supplied to contractors attending the prebid.
3. All bids shall be submitted to: DCNR – State Parks Division, 64 N. Union Street, Suite 523, Montgomery, AL 36130.
4. All bids shall be submitted in a sealed envelope with the contractor's company name, address, State of Alabama General Contractors number, name of project and State Parks Project Number shown on the outside of the envelope.
5. A MANDATORY Pre-bid Meeting will take place on September 6th, 2023 at 9:00AM at Lakepoint State Park Lodge Office.
6. Bid documents and process can be found online at : <https://www.alapark.com/construction-permits-easement-and-research-applications>.

2.8 **Warranty:**

1. 5 years on compressor.
2. 1 year on parts.
3. 1 year on labor.

Cottage Identification and Specification: Replacement units shall be Carrier model or equivalent make and model where available, with a SEER rating of 15 or better. Contractor will submit to owner the make and model of replacement units for approval, prior to ordering. Lead times for units needs to be identified in bid documents.

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|-----------------|-------|
| 1. Cottage: 23 | 2 Ton |
| 2. Cottage: 24 | 3 Ton |
| 3. Cottage: 25A | 3 Ton |
| 4. Cottage: 25B | 3 Ton |
| 5. Cottage: 26 | 3 Ton |
| 6. Cottage: 27 | 3 Ton |
| 7. Cottage: 28A | 3 Ton |
| 8. Cottage: 28B | 3 Ton |
| 9. Cottage: 29 | 3 Ton |
| 10. Cottage: 30 | 2 Ton |

**Lakepoint Lakeside Cottage HVAC Replacement Project
DCNR-SPD #2023-048-2610**

**Bid Delivery Date: September 14th, 2023
Bid Delivery Time: 2:00pm**

Bid Opening Date: September 15th, 2023 at 2:30pm

Reference ASPD Form 5-C (Instructions to Bidders) for required documentation in bid package. See link above.

Contractors shall submit bids on ASPD Form 5-E to be considered for this project. No other form will be accepted.