

**TOWN OF WOODSTOCK
PUBLIC NOTICE
ADVERTISEMENT FOR BIDS
MUNICIPAL PLAYGROUND PROJECT**

Sealed bids for the "Municipal Playground Project" will be received by the Town of Woodstock at Woodstock Town Hall, located at 28513 Highway 5, Woodstock, Alabama 35188, until **5:00 P.M. CST on Tuesday, September 2, 2025**, and then publicly opened and read aloud in Council chambers, Woodstock Town Hall, at 5:00 P.M. Bids received either by hand delivery or mail after the specified date and time will not be considered.

A mandatory site visit is a requirement for all Respondents to bid on this project. Site visits will be held on Monday, August 25, 2025, and Tuesday, August 26, 2025, between the hours of 8:00 am - 5:00 pm each day. Bids will not be accepted from Respondents who did not attend the mandatory site visit. Please contact the Town Clerk (205)938-9790; (townclerk@townofwoodstockal.com) to schedule the site visit.

Bids should be returned in a sealed envelope clearly labeled, " Municipal Playground Project", Town of Woodstock, Alabama, and return addressed to:

**Town Clerk
Town of Woodstock
28513 Highway 5
Woodstock, AL 35188**

Municipal Playground Project

The project will be constructed on the campus of the Town of Woodstock, located at 28513 Highway 5 in Woodstock, Alabama 35188, and will consist of furnishing all labor, equipment, tools and materials. The general description of work consists of the following: Purchase and Installation of Safety Zone Surfacing and three Custom Playground Structures including multiple slides & swings.

All bids must be on bid forms provided in the Specifications and submitted in their entirety. A certified check or bond payable to the Town of Woodstock for not less than five percent (5%) of the bid amount, not to exceed \$10,000.00, must accompany each proposal. Workmen's Compensation, Public Liability and Property Damage Insurance, Performance, Labor and Material Bonds and a current Town of Woodstock Business License will be required.

Bid documents may be examined at the Office of Town Clerk, Woodstock Town Hall, located at 28513 Highway 5, Woodstock, Alabama 35188, phone number (205) 938-9790; townclerk@townofwoodstockal.com.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a bid for this construction in accordance with all applicable laws of the State of Alabama. This shall include evidence of holding a current license from the State Licensing Board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. 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. Bids will be received from experienced contractors who have successfully completed projects of similar scope.

In addition, bids shall be clearly identified on the exterior of the package with the bidder's name, address, the name of the project being bid, and time and place of the bid opening. No bid may be withdrawn after the scheduled closing time for receipt of bids for a period of sixty (60) days. The Town reserves the right to reject any or all bids and to waive technical errors if the best interest of the owner will thereby be promoted. All bids received after the date and time of the bid opening noted above will be returned unopened

BID FORM

In response to your invitation, the undersigned bidder submits the following proposal for the construction of the Municipal Playground Project, as specified in the attached contract documents.

ARTICLE 1 - BID RECIPIENT

- 1.01 This Bid is submitted to:
**Office of Town Clerk
Town of Woodstock
28513 Highway 5
Woodstock, AL 35188**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Owner.
- 2.02 Bidder proposes and agrees, in event this bid proposal be accepted, to enter into contract with the Town of Woodstock (herein designated and referred to as the OWNER), in the form herein specified, to furnish all materials, equipment, machinery, tools, means to transportation, power and fuel and to perform all labor necessary for or incidental to the construction of the aforementioned improvements, all in complete accordance with the requirements of the attached contract documents and plans, to the entire satisfaction of the OWNER.
 - 2.03 Bidder further proposes and agrees that, if awarded a contract for this project, he will commence work immediately on this date specified in the Contract Documents; that he will furnish all materials and perform all labor for the completion of the contract and will complete same, including all accepted alternates thereto, within the time stated in the Contract Documents.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents.
 - B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- H. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4-BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- B. The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - 2. "Fraudulent practice" means an intentional misrepresentation of facts made.
 - (a) to influence the bidding process to the detriment of the Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "Coercive practice" means harming or threatening harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 -ATTACHMENTS TO THIS BID

5.01 The following documents are submitted with and made a condition of this Bid:

- A. Contractor's License No. _____ [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids.
- B. Bid Bond
- C. Certificate of Insurance
- D. Town of Woodstock Business License Town of Woodstock Business License

Company Name _____

Signature of Bidder (Title) _____

Address _____

Phone Number _____

Email Address _____

Date _____