

# DALE COUNTY COMMISSION

## Public Works Contract Generator for Jail

Bid No. 2017-01

## Replacement of Generator at Dale County Jail

**Bid Opening: August 29, 2017**  
**Dale County Commission Meeting Room**

**Please contact Sheila Glaze for Bid packet or visit the Dale  
Commission Website.**

**202 S Hwy 123 Suite C**  
**Ozark, AL 36360**  
**(334) 445-6797**

**[www.dalecountyal.org](http://www.dalecountyal.org)**

## **DALE COUNTY COMMISSION ADVERTISEMENT FOR BIDS BID NO. 2017-01**

The Dale County Commission is soliciting sealed bids for furnishing all labor, materials and equipment, and performing all work necessary to replace the generator at the **Dale County Jail**.

**SUBMITTAL DEADLINE:** **Sealed Bids must be delivered before 10:00 a.m. on Monday, August 28, 2017.** Bids packets must be addressed and delivered to: Dale County Commission, 202 S Hwy 123 Suite C. Ozark, AL. 36360. **Labeled "Bid #2017-01 Jail Generator"**. Bids must bear original signatures and figures. Submittal deadlines for submission of bids may be adjusted to allow for revisions. **Late bids will be returned to the Bidder unopened.**

**BID OPENING: Tuesday, August 29, 2017 @ 10:00 a.m. CST, in the County Commission Meeting Room** located in the County Complex at 202 S Hwy 123 Ozark, AL. 36360 The Commission reserved the right to waive an attendance requirement.

**BID SECURITY BOND:** Bid security bond is required posted in an amount equal to five percent (5%) of the bid amount; provided, however, it shall not exceed \$10,000 (only one (1) bid bond is required).

**PERFORMANCE BOND:** The successful bidder shall be required to furnish a performance bond satisfactory to the Commission.

**PAYMENT BOND:** The successful bidder shall be required to furnish a payment bond satisfactory to the Commission.

**INSURANCE:** The successful bidder shall be required to furnish certificate of insurance satisfactory to the Commission.

**BID ACCEPTANCE:** No bid may be withdrawn for a period of thirty (30) days after the scheduled time for opening bids without the consent of the Commission.

**REJECTION OF BIDS, WAIVER OF INFORMALITIES:** The Commission reserves the right to reject any and all bids and to waive any informality.

### **GOVERNING LAWS AND REGULATIONS:**

The Contractors' attention is called to the Davis Bacon Act requirements.

The advertisement, award, and prosecution of the Contract will be governed by Title 39 of the Alabama Code, as amended by Act No. 225 of the 1997 Regular Session of the Alabama Legislature and by other applicable laws and ordinances, as well as by the terms of the Contract Documents.

The attention of all bidders is called to advertisement requirement immediately after the completion of the contract. The Contractor shall give notice of the completion by an advertisement in a newspaper of general circulation published within the City or county in which the work has been done, for a period of four (4) successive weeks. Contractor must provide the Commission proof of publication notice made by affidavit of the publisher and a printed copy of the notice published.

**CONTRACTOR'S LICENSES AND PERMITS:** Contractor's license and permits are required in accordance to State Law governing "General Contractors" as set forth in *Ala. Code 34-8-1*, et seq. No Contract may be awarded to anyone, who does not possess a valid General Contractor's Licenses or Permits nor enter into Contract with a non-resident corporation which has not qualified under State law to do business in the State of Alabama.

**NON-COLLUSION BIDDING AFFIDAVIT:** A non-collusion bidding affidavit is required which certify the bidder nor any representative of the bidder is a party to or has participated in any agreement or collusion in restraint of freedom of competition with respect to the bid.

**NON-DISCRIMINATION:** The Dale County Commission hereby notifies all bidders that the Commission will affirmatively ensure that small businesses, minority-owned firms, and women's business enterprises afforded full opportunity and consideration when submitting proposals in response to this invitation. The Commission will rely on prime Contractors seeking to do business with the Commission to ensure that small businesses, minority-owned firms and women's enterprises are afforded full opportunity and consideration to participate as a sub-contractor.

The Contractor agrees that in performing the work and services as required herein under this agreement, not to discriminate against any person based on race, color, religion, sex, age or disability.

The Commission will not discriminate against any person based on race, color, religion, sex, age or disability.

**AMERICANS WITH DISABILITIES ACT:** The Contractor must comply fully with the Americans with Disabilities Act and indemnity and hold harmless the Commission from all cost, including but not limited to damages as well as attorney's fees and staff time, in any action or proceedings brought alleging a violation of the Americans with Disabilities Act.

**QUESTIONS AND INQUIRIES:** All questions and inquiries concerning this Bid should be addressed to Mark Blankenship, Chairman, [mblankenship@dalecountyal.org](mailto:mblankenship@dalecountyal.org), telephone number (334) 774-6025, extension 2403.

**SECTION 1.0 NOTICE TO BIDDERS**  
**BID NO. 2017-01**

**Project Name: Generator Replacement- Dale County Jail**

The work required in this Contract consists of the following:

- (a) Removal of existing generator and existing transfer switches; these items will be returned to Dale County
- (b) Installation of a 150KW 3 phase 120/208 generator and ATS compatible with Natural Gas
- (c) Installation of a temporary generator as needed during the change out
- (d) Installation of all equipment necessary for safe and proper operation of the backup power generator and auto transfer switch
- (e) Installation of any stand equipment needed for the backup power generator and auto transfer switch
- (f) Provide a sound waterproof enclosure for the Generator and Auto Transfer Switch
- (g) Installation of a remote Annunciator
- (h) Provide 1 year labor warranty from bidder
- (i) Conduct a complete test of all equipment to ensure proper power transfer in the event of a power failure
- (j) Provide documentation and training for Dale County maintenance personnel
- (k) Cleanup and Removal of all Debris.

The Contractor to whom this Contract is awarded is to furnish:

- (a) All labor as required by the Contract Documents.
- (b) All equipment as required by the Contract Documents.
- (c) **Brand names or equal.** If the Solicitation indicates brand name or “equal” products are acceptable, the Bidder may propose an “equal” product but must be prepared to demonstrate those features that render it equal. Final determination of a product as and “equal” remains with the Commission. Brand names or equal, catalog numbers, weights, etc., are used to indicate levels of quality only and are not intended to restrict the bidding. If bidding on an item of another brand or manufacturer than specified, your bid should be accompanied by brochures or other pertinent literature giving detailed specifications of the item(s) on which you are bidding. Bids received without sufficient literature to determine equal quality may not be considered. Final determination as to equal quality will be made by the Commission.

**SECTION 2.0**  
**INSTRUCTIONS TO BIDDERS**  
**BID NO. 2017-01**

- 3.1 **Addendum.** Receipt of an Addendum should be acknowledged in the space provided by the Proposal section of the bid document and returned only when it is required of the Bidder to “Submit with Proposal” as part of the bid document.
- 3.2 **Availability of Funds.** All contracts are bid with intention of awarding a contract as a result of the Bid. Any and all awards and actual contract execution by the Commission is contingent upon availability of appropriate funds. In the event that funding is not available at the time of award and/or execution of the contract the Commission reserves the right to cancel the bid.
- 3.3 **Awarding of Contract.** In awarding the contract, the Commission reserves the right to award the purchase contract from any of the bidders, to reject any or all bids and to waive informalities in the bids received. Any award made will be to the lowest responsible and responsive bidder. For purposes of these Bid Documents, the following terms shall have the meanings ascribed to them as follows:
- (a) **Responsible Bidder.** One who, among other qualities determined necessary for performance, is competent, experienced, and financially able to perform the contract, as determined in the discretion of the Commission.
  - (b) **Responsive Bidder.** One who submits a bid that complies with the terms and conditions of the invitation to bid. Minor irregularities in the bid shall not defeat responsiveness.
- 3.4 **Bid Acceptance:** No bid may be withdrawn for a period of thirty (30) days after the scheduled time for opening bids without the consent of the Commission.
- 3.5 **Bid Modification.** Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time, and provide further, the bidder mail the Commission a written confirmation of the telegraphic modification over the signature of the bidder prior to the closing time. The telegraphic communication should not reveal the bid price, but should provide the addition or subtraction or other modification so the Commission will not know the final prices or terms until the Commission opens the sealed bid. If the bidder does not provide written confirmation to the Commission within two (2) days from closing time, the Commission will not consider the telegraphic modification.
- 3.6 **Bids Opened in Public.** Bidders are invited to be present at the opening of proposals, which will be in public.

3.7 **Bid Preparation Expense.** All expenses for preparing the bid for the Commission are to be borne by the bidder. The Commission is not liable for any costs incurred in producing and providing a bid.

3.8 **Blanks.** All bids must be made upon the blanks hereunto annexed and shall state the amount bid for each item as shown for which the bid is submitted.

3.9 **Bonds and Insurance.**

a. **Bid Security Bond.** The bid security bond accompanying the bid shall be posted in an amount equal to five percent (5%) of the bid amount; provided, however, it shall not exceed \$10,000. The bid security bond is a guaranty that the bidder, if awarded the contract, will promptly executed a contract in accordance and in the manner and form required by these Bid Documents.

The Bid Security Bond forfeited to the Commission as liquidated damages if the successful Bidder fails or neglects to furnish, execute, and deliver the contract in accordance with the Instructions to Bidders.

b. **Performance Bond.** The Commission will require the successful bidder to furnish a Performance Bond, in a form satisfactory to the Commission, within ten (10) days after notice of award of the contract. The Performance Bond must be one percent (100%) of the total amount of the Contract Price.

c. **Payment Bond.** The Commission shall require a payment bond with good and sufficient surety, payable to the Commission in an amount equal to one hundred percent (100%) of the Contract price, with the obligation that such Contractor or Contractors shall promptly make payments to all persons supplying him or them with labor or materials or supplies for or in prosecution of the work provided for in such Contract and for the payment of reasonable attorneys' fees incurred by successful claimants or plaintiffs in civil actions on said bond, pursuant to *A/a. Code 39-1-1*.

d. **Insurance.** After the Commission awards the bid, the successful Contractor shall provide to the Commission original Certificates of Insurance naming the Commission as an additional insured. Should the Contractor cancel any of the policies before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish proof of coverage for general liability insurance. The Commission requires the Contractor to show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work for this bid.

The following insurance requirements are the minimum:

- ▶ General Liability - \$1,000,000 (per occurrence)
- ▶ General Aggregate - \$1,000,000

The Contractor shall require certificates of insurance from sub-contractors. Subcontractors will carry limits of insurance equal to or greater than those carried by the Contractor. The certificates shall evidence waivers of subrogation in favor of the Commission and the Contractor and shall be made available to the Commission upon request.

The interpretation of this contract will be in accordance with the laws of the State of Alabama.

- 3.10 **Contract Forms.** Any agreement, contract, or Purchase Order resulting from the acceptance of a bid shall be on forms provided or prior approved by the Commission. Any erasures, delineations, or alterations are to be clear and initialed by the person signing.
- 3.11 **Determination of Contract Award.** Award of bid is based on price, qualification, experience and where applicable, responsiveness, operating costs, delivery time, requirements, performance data, and guarantees of materials and equipment for each separate location.
- 3.12 **Disqualification of Bids.** The Commission reserves the right to disqualify bids that are incomplete, deceptive, frivolous, not signed, and conditional. The Commission may reject bids that contain arithmetical errors, or do not comply with mandatory formats, or contain irregularities.
- 3.13 **Estimated Quantities.** The Contractor agrees that the Contractor shall consider the prices given in the Proposal as the quantities required for completion of work. This is a lump sum bid and the quantities are subject to increase or decrease. The bidder understands this is an offer to perform the work whether the quantities are increased or decreased, at the lump sum bid price except where the Scope of Work changed. If the Scope of Work changes, then the lump sum price will be adjusted according to the unit bid price.
- 3.14 **Examination of Site of the Work.** Before submitting a proposal for the work, all bidders visit the site, and satisfy themselves as to the nature and location of the work, and the general and local conditions, including weather, the general character of the site and/or building, the character and extent of existing work within or adjacent to the site, any other work being performed or proposed thereon at the time of submission of their bids. They shall obtain full knowledge as to transportation, disposal, handling, and storage of materials, availability of water, electric power, and all other facilities in the area, which will have a bearing on the performance of the work for which they submit their proposals. They shall verify existing utilities to determine all requirements for disconnecting, capping, or protecting such work in accordance with the requirements of the utility company, the City, and the County. The submission of a proposal shall be conclusive evidence that the bidder has made such examination and visit and has judged and satisfied himself as to conditions to be encountered regarding the character, difficulties, quality, and quantities of work to be performed and the material and equipment to be furnished, and as to the Contract requirements and contingencies involved.

The Contractor shall carefully study and compare the Contract Documents with each other, with information furnished by the Commission, and shall at once report to the Commission errors, inconsistencies, or omissions discovered. The Contractor shall not be liable to the Commission for damage resulting from errors, inconsistencies, or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency, or omission and knowingly failed to report it to the Commission within three (3) calendar days. If the Contractor performs any work activity knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to the Commission, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the costs for correction.

- 3.15 **Exceptions, Variance, and Alternates.** Bidder shall indicate all variances, exceptions and alternates from the Commission requested scope of work/specifications, terms, and conditions on separate sheets entitled and clearly marked "Exceptions, Variances, and Alternates". Unless otherwise provided, the Commission shall assume that the Bidder is meeting all requirements of the scope of work/specifications and there are no variances, exceptions and alternates attached to the said bid. If the Commission request alternates, the Commission reserves the right to award only the base bid without any of the alternates or may award the base bid along with one or more of the alternates. It is at the sole discretion of the Commission to consider or not consider alternate bids.
- 3.16 **Indemnity.** To the maximum extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Commission, its officers, members, employees, and agents from all claims and losses, including attorney's fees and litigation costs arising out of property losses or health, safety, personal injury or death claims by the Contractor, its subcontractors of any tier, and their employees, agents, invitees or any other party regardless of the fault, breach of contract, or negligence of the Commission, excepting only such claims or losses that have been adjudicated to have been caused solely by the negligence of the Commission and regardless of whether or not the Contractor is or can be named a party in a litigation.
- 3.17 **Inspections.** It is mutually understood and agreed that if any time the Commission or designee shall be of the opinion that the contract or any part thereof is unnecessary delayed or that the rate of progress or delivery is not satisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or is executing the same in bad faith, the Commission or designee shall have the power to notify the contractor of the nature of the complaint. Notification shall constitute delivery of notice or letter to address given in the bid. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the Commission or designee, he/she shall thereupon have the power to take the necessary actions to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from monies the Commission due the Contractor under and by virtue of this agreement.



- 3.18 **Intention.** The Instruction to Bidders, Contract Agreement, Modifications to contract Agreement, Bid and Proposal, and Scope of Work/Specifications shall cover the complete work to which they relate.
- 3.19 **Interpretation of Scope of Work/Specifications.** If any bidder contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the scope or work/specifications or other proposed Contract Documents, they may submit to the Commission a written request for an interpretation thereof. The bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents made only by addendum duly issued and a copy of such addendum mailed or delivered to each person receiving a set of such documents. The Commission will not be responsible for any other explanations or interpretations of the proposed documents.
- 3.20 **Late Bids.** Bids must be received prior to the Due Date and Time (**10:00 a.m. Monday, August 28, 2017**). All bids received after the Due Date and Time are considered late and will be returned to the Bidder unopened. It is the sole responsibility of the Bidder to ensure timely delivery of the bid. The Commission will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Bidder.
- 3.21 **Legal Name.** It is essential that the principal and duly authorized officer of the firm who has the authority to bind the bidder to the submitted bid shall sign the bid in order to validate legally the intent of the bidder. Bidders who fail to provide this requirement shall result in "NonResponsive" status and result in the rejection of the bid.
- 3.22 **Licenses and Permits.** The successful bidder is responsible for acquiring appropriate business licenses and permits to conduct work with the Commission and the City of Ozark.
- 3.23 **Lien Protection.** The Commission shall prohibit any bidder or contractor from filing a lien or encumbrance against the items delivered to or against the owned property of the Commission.
- 3.24 **Notice of Acceptance.** The Commission shall notify the successful Bidder of its acceptance of the bid by a Notice of Award, depositing an executed copy thereof in the US mail, and/or notification by telephone or email.
- 3.25 **Performance Management.** During the performance of a contract, the Contractor shall address concerns and questions to the assigned Commission representative at the awarding of said contract and shall not take directions from other persons or departments that may visit the site from time to time.
- 3.26 **Prices.** Bids shall be firm unless otherwise specified. Total Price shall be entered on the Bid Proposal sheet in **ink** in the space provided. In the event of a discrepancy

between unit price and extended price, the unit price shall govern.

3.27 **Qualifications.** The Contractor shall be fully equipped, staffed, certified and licensed for the work performed. In making the award, the Commission will consider qualifications, ability and responsibility of all bidders and bidders' proposed sub-contractors.

- a. Contractor shall own or have access to all equipment and instrumentation required for work performed under the contract, and the equipment and instrumentation shall be available for the duration of the contract.
- b. All employees of the Contractor shall have knowledge and experience including all applicable current licenses, certifications, and permits necessary to perform assigned duties under the contract.
- c. Any employee of the Contractor, who in the opinion of the Commission is incompetent or whose conduct becomes detrimental to work or safety shall be immediately removed from association with the contract.

3.28 **Regulations, Code and Standards.** All bidders must be authorized to transact business in the State of Alabama. It shall be the responsibility of each supplier to assure compliance with any and all Codes and Standards including but not limited to OSHA, EPA, ADEM, and other Federal, State of Alabama, Dale County and City of Ozark ordinances, rules, regulations, or other requirements that apply to the goods and/or services provided.

3.29 **Return of Bid Guaranties.** The Commission will, within ten (10) days following the opening of bids, return the certified check or bid bond of all bidders, except the checks or bonds posted by the three lowest bidders and upon the final award and execution of Contract the remaining checks or bonds shall be promptly returned. No interest will be paid by the Commission upon return of bid bonds or checks. If the award of the bid is deferred for more than fifteen (15) days, all bid guaranties shall be returned except those of potentially successful bidders.

3.30 **Right to Reject Bids.** The Commission reserves the right to reject any or all bids and/or to waive informalities. No bids will be received after time set for opening proposals. Any unauthorized conditions, limitations or provisos attached to the proposal, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids.

3.31 **U.S. Products Preference.** The successful bidder (Contractor) shall comply with *Ala. Code 39-3-1* by agreeing to utilize in the execution of the project, materials supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and are not contrary to any sole source specification implemented under *Ala Code 39-2-2(f)*. It is further stipulated that a breach of

the foregoing provision of this agreement by the successful bidder or Contractor as the case may be, in failing to utilize domestic products where available at reasonable prices shall result in a downward adjustment in the Contract price equal to any realized savings or benefits to the Contractor.

3.32 **Change Orders.** Change orders shall be allowed only under the following conditions: (1) minor changes for a total monetary amount less than that required for competitive bidding (\$15,000); (2) changes for matters incidental to the original Contract necessitated by unforeseeable circumstances arising in the course of work under the contract; (3) changes due to emergencies; (4) changes provided for in the original bidding and original Contract Documents as alternates; or (5) changes of relatively minor items not contemplated when the plans and specifications were prepared, which are in the public interest and which do not exceed 10% of the Contract price.

The Contractor or successful bidder is expected to complete the project as bid and specified within the financial parameters stated therein. However, if it shall be determined that a change order is needed in any given case during the performance of a contract, the Contractor shall promptly notify the representative of the Commission in writing on a Change Order Request form supplied by the Commission, and shall not implement such change prior to notifying the representative of the Commission. If the change is minor in the opinion of the representative of the Commission and does not involve, (1) an adjustment in the Contract sum, construction bid price, (2) result in extension of the Contract time, or (3) a material change in the Contract scope of services, then the Commission's representative may authorize the change in writing to the Contractor. The Contractor shall not perform such change until receipt of such written change order on a form provided by the Commission.

In the event the change order requested by the Contractor involves (1) an increase in the Contract sum or construction bid price, (2) extension of the Contract time, or (3) materially change the Contractor's scope of work or services, then the Contractor shall request a change order on the Commission's form and present the same to the Commission representative. The representative of the Commission shall determine whether this is a change order which can be allowed and, if so, under what exception it would fall. The representative of the Commission shall then document the same, attach the same to the Contractor's request for a change order and submit the same with his recommendation to the Commission at its next regularly scheduled Commission meeting for approval.

The Commission reserves the right to institute change orders as Commission pursuant to the aforesaid terms and conditions.

In no event is a change order to be executed prior to approval thereof by the Commission, except for emergencies.

3.33 **Claims for Extra Cost.** If the Contractor claims that any instructions by drawings

or otherwise involve extra cost or any extension of time, he shall notify the Commission in writing within ten (10) days after the receipt of such instructions and in any event before proceeding to execute the work. Thereafter, the procedure shall be the same as that described below for change orders. No such claim shall be valid unless made in accordance with the terms of this section.

Except as otherwise herein provided, no charge for any extra work will be allowed unless the same has been ordered in writing by the Commission and the price stated in such order.

3.34 **Contractor's Breach.** If the Contractor shall fail to perform any of the material conditions, provisions, or terms of this contract, the Commission shall promptly give to the Contractor written notice of such failure to so perform. Upon receipt from the Commission of such written notice, should the Contractor within thirty (30) days after the date of its receipt, fail to cure such failure to perform, then such failure shall be deemed a breach of the Contractor's obligations under this contract, and the Commission may thereafter pursue any and all remedies available to it under applicable law, including, but not limited to, the right, but not the obligation, to cure said breach, and submit a written statement of reasonable costs and expenses, including, without limitation, attorney's fees and expenses incurred in curing said breach. In such event, the Contractor shall, within thirty (30) days following receipt of such written statement, reimburse the Commission for such reasonable costs and expenses incurred in curing said breach.

3.35 **Extensions of Time.** All written requests for extensions of time must be submitted to the Commission within ten (10) days after the occurrence of the cause for delay unless this requirement is waived by the Commission. In no case shall a request for extension be made after the contracted completion date. The Commission shall ascertain the facts and the extent of the delay and shall decide whether it should extend the time for completing the work. Any extension of time shall be processed as a change order, and submitted to the Commission for approval.

3.36 **Final Inspection.** Upon notice from the Contractor that its work is complete, the Public Works Director and/or other representatives of the Commission shall make a final inspection of the work or project and conduct test or tests if applicable. The Commission shall notify the Contractor of all apparent and/or visible instances where its work fails to comply with the plans and specifications and Contract Documents, as well as any defects he may discover (punch list). The Contractor shall immediately make such alterations as are necessary to make the work comply with the plans and specifications and to the satisfaction of the Commission.

Upon completion of all such repairs in a satisfactory manner, and when the Commission has determined that the work or project is acceptable under the contract, including this provision and completion of publication and all other requirements of final payment as provided for in this agreement, then it shall issue a final certificate of payment stating that the balance is due the Contractor, less such amounts as may have been withheld by the Commission from time to time as provided in the Contract Documents.

Verification, approval, inspection, final inspection, issuance of final acceptance, issuance of final certificate of payment, action or approval by the Commission upon the final certificate of payment or final acceptance shall not in any way relieve the Contractor of responsibility for faulty materials or workmanship.

**3.37 Final Payment.** To the extent applicable, advertisement of notice of completion required prior to final payment shall be governed by the provisions of *Ala. Code* 39-1-1(d). The Contractor shall, immediately after the completion of the contract, give notice of said completion to the Commission and there shall be conducted a final inspection as herein provided, then the Contractor shall give notice by an advertisement in a newspaper of general circulation published in Dale County for a period of four (4) successive weeks. The advertisement shall advise interested parties to contact both the Contractor and the specific Commission representative. The Commission's representative shall be named along with his proper mailing address. In no instance shall a final payment be made upon the Contract until the expiration of thirty (30) days after the completion of the same. Proof of publication of said notice shall be made by the Contractor to the Commission by affidavit of the Publisher and a printed copy of the notice published.

Upon completion and acceptance of all work required, but not until ten (10) days after advertisement of the completion has been published as required by law, the amount due the Contractor shall be paid upon presentation of the following and approval of final payment by the Commission:

- (a) A properly executed and duly certified voucher for final payment;
- (b) A release of all claims and claims of lien against the Commission arising under and by virtue of the Contract (if any such claims have been made);
- (c) Satisfactory evidence that all payrolls and all amounts due for labor and other indebtedness connected with the work, other than claims for damages for tort, have been fully paid and satisfied and that there are no outstanding claims or demands against the Contractor connected with the work other than claims or demands for which the Commission is authorized to withhold payment (release of liens).
- (d) Proof of advertisement as required by law.

**3.38 Periodic and Final Cleanup.** The Contractor shall periodically, or as requested during the progress of the work, clean up and remove from the premises, all refuse, rubbish, scrap materials and debris caused by its employees or its subcontractors resulting from its work, to the end that all times the premises are sanitary, safe, reasonably clean, orderly and workmanlike. Trash and combustible materials shall not be allowed to accumulate inside buildings or elsewhere on the premises. At no time shall any rubbish be thrown from window openings.

Before final completion and final acceptance, the Contractor shall remove from the Commission's property, rights-of-way or easements, and from all public and private property, all tools, scaffolding, false work, temporary structures and/or utilities, including the foundations thereof (except such as the City permits in writing to remain); rubbish and waste materials resulting from its operation or caused by its employees; and shall remove all surplus materials, leaving the site

clean and true to line and grade, and the work in a safe and clean condition ready for use and operation.

In the case of failure to comply with the above requirements for any part of the work within the time specified by the Commission, may cause the work to be done and deduct the cost thereof from the Contract price on the next or succeeding application for payment, or in the event that the cost exceeds the balance due the Contractor, bill the Contractor for the excess.

**SECTION 3.0  
NON-COLLUSION BIDDING AFFIDAVIT  
BID NO. 2017-01  
Submit with Proposal**

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this proposal arrived at independently without collusion, consultation, communication, or agreement for restricting competition as to any matter relating to such prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the Proposer has not knowingly disclosed prices quoted in this proposal prior to opening, directly or indirectly, to any other Proposer or to any competitor.
3. The Proposer made no attempt and will not make attempt to induce any other person, partnership, corporation to submit or not to submit a proposal for restricting competition.
4. I certify that neither any representative of the Proposer nor I, to my knowledge is a party to, or has participated in, any agreement or collusion in restraint of freedom of competition with respect to the project bid herein.

(Please sign in ink)

Dated \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

I, \_\_\_\_\_ the person who subscribed the above affidavit, do affirm under the penalties of perjury that the statements hereinabove set forth are true in every respect. If I am not the Proposer, I was at the time of said subscription the agent, officer, or employee of the Proposer authorized to execute said affidavit in the name of the Proposer.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF \_\_\_\_\_)

CITY OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

SWORN to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**SECTION 4.0  
PERFORMANCE BOND  
BID NO. 2017-01**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
CITY OF \_\_\_\_\_ )

KNOWN ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_, of \_\_\_\_\_ (hereinafter "Contractor"), as principal, and \_\_\_\_\_ (hereinafter "Surety"), as surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the Dale County Commission (hereinafter the "Commission") a county governmental agency, for the use and benefit of those entitled thereto, in the penal sum of \_\_\_\_\_ for the payment of which well and truly be made in lawful money of the United States, we do hereby bind ourselves, our successors and assigns and personal representatives, jointly and severally, firmly by the presents.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Commission has entered into a certain written Contract with said Contractor for the \_\_\_\_\_ in accordance with Contract Documents therefore on file in the Office of the county Commission, \_\_\_\_\_ at the price of \$ \_\_\_\_\_, as more fully appears in said written Contract bearing the date of \_\_\_\_\_, which Contract is hereby referred to and made a part hereof to the same extent as if set out herein in full.

NOW, THEREFORE, if the Contractor shall fully and faithfully perform all the undertakings and obligations under the said agreement or Contract herein before referred to and shall fully indemnify and save harmless the said Commission from all costs and damages whatsoever which it may suffer by reason of any failure on the part of said Contractor so to do, and shall fully reimburse and repay the said Commission any and all outlay and expense which it may incur in making good any such default, and shall guarantee all workmanship against defects for a period of one year, this obligation or bond shall be null and void, otherwise it shall remain in full force and effect.

And, for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of said agreement or Contract or in the work to be performed there under or the specifications accompanying the same shall in any wise affect the obligations of the principal or of the surety under this bond, and notice is hereby waived of any such change,



extension of time, alternative of or addition to the terms of the agreement or Contract or to the work or to the specifications.

**IN WITNESS WHEREOF**, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers on the \_\_\_\_\_ day of \_\_\_\_\_.

(Please sign in ink)

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

Title: \_\_\_\_\_

Surety \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**SECTION 5.0**  
**PAYMENT BOND**  
**BID NO. 2017-01**

KNOWN ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_,  
of \_\_\_\_\_ (hereinafter "Contractor"), as  
principal, and \_\_\_\_\_ (hereinafter "Surety"), as  
surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the Dale  
County Commission (hereinafter the "Commission"), a county governmental agency, for the use  
and benefit of those entitled thereto, in the penal sum of \_\_\_\_\_ for the  
payment of which well and truly to be made in lawful money of the United States, we do hereby  
bind ourselves, or successors, assigns and personal representatives, jointly and severally, firmly  
by these presents.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Commission has entered into a certain written Contract with said Contractor for  
the \_\_\_\_\_, in accordance with Contract Documents  
therefore on file in the Office of the County Commission, at the price of \$ \_\_\_\_\_,  
as more fully appears in said written Contract bearing date of \_\_\_\_\_, 20\_\_\_\_,  
which Contract is hereby referred to and made a part hereof to the same extent as if set out  
herein in full.

NOW, THEREFORE, if said Principal and all subcontractors to whom any portion of the work  
provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors  
shall promptly make payment to all persons supplying him or them with labor, foodstuffs, or supplies  
for or in the prosecution of the work provided for in such contract, or in any amendment or extension  
of or addition to said contract, and for the payment of reasonable attorney's fees, incurred by the  
claimant or claimants in suits on said bond, then the above obligation shall be void; otherwise, it shall  
remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

- (a) Any person, firm or corporation that has furnished labor, foodstuffs, or supplies for or in the  
prosecution of the work provided for in said contract, payment for which has not been made,  
shall have a direct right of action in his or their name or names against the principal and surety  
on this bond, which right of action shall be asserted in a proceeding, instituted in the county  
in which the work provided for in said Contract is to be performed and in any county in which  
said Principal or Surety does business. Such right of action shall be asserted in a proceeding  
instituted in the name of the claimant or claimants for his or their use and benefit against said  
Principal and Surety or either of them (but not later than one year after the final settlement of  
said Contract) in which action such claim or claims shall be adjudicated and judgment  
rendered thereon.
- (b) In addition to any other legal mode of service, service of summons and other process in suits  
on this bond brought in Dale County may be had on the Principal or the Surety by leaving a

copy of the summons and complaint or other pleading or process, with the Commission; and the Principal and Surety agree to be bound by such mode of service above described and consents that such service shall be the same as personal service on the Principal or Surety.

- (c) The Surety shall not be liable hereunder for any damages or compensation recoverable under any worker's compensation or employer's liability statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.
- (e) This bond is given pursuant to the terms of *Ala. Code 39-1-1* and all the provisions of law with reference to this character of bond as set forth in said section or as may hereinafter be enacted are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Please sign in ink)

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
Title

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Title

**ATTEST:**

\_\_\_\_\_

**DATE:**

**CHANGE  
ORDER  
REQUEST**

**CONTRACTOR:**

THE Dale County Commission

**PROJECT:**

CHANGE ORDER REQUEST NUMBER: \_\_\_\_\_

1. DESCRIPTION OF CHANGE: \_\_\_\_\_

2. CHANGE ORDER COSTS:

Proposal Attached \_\_\_\_\_ Cost Estimated/Proposal Required

ITEM	QUANTITY	MATERIAL UNIT PRICE	LABOR (Hours)	LABOR UNIT PRICE	SUBTOTAL COST
a.					
b.					
c.					
d.					
e.					
f.					

\*(If more than 6 items, provide attachment.)

TOTAL: \_\_\_\_\_

3. INSTITUTED BY:

- 4. JUSTIFICATION OF NEED:
  
- 5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING:
  
- 6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS THE FOLLOWING TYPE:

\_\_\_\_\_ Minor change of a total monetary value less than required for competitive bidding.

\_\_\_\_\_ Changes for matters relatively minor and incidental to the original Contract necessitated by unforeseeable circumstances arising during the course of work.

\_\_\_\_\_ Emergencies arising during the course of work.

\_\_\_\_\_ Change or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the Alternate.

\_\_\_\_\_ Change of relatively minor items not contemplated when the plans and specifications were prepared and the project was bid and which are in the public interest and do not exceed 10% of the Contract Price.

7. EXTENSION OF TIME REQUESTED: Calendar Days: \_\_\_\_\_

(Please sign in ink)

**REQUESTED:**

BY: \_\_\_\_\_  
Contractor

**APPROVED: Dale County Commission**

BY: \_\_\_\_\_  
Chairman

**SECTION 6.0**  
**“NO BID” RESPONSE FORM**  
 (Return of this form indicates a “No BID” Response)  
 BID NO. 2017-01

**JAIL GENERATOR REPLACEMENT PROJECT**

Vendor should return the **“No Bid” Response Form for a “no bid.”** It is required that a **“No Bid” response be identified on the envelope** as if it were a bid (example: **“No Bid” for Bid #2017-01 Generator for Jail**). A properly submitted No Bid response is considered as a response and the vendor will receive credit for the response. Vendors who fail to respond to three (3) consecutive Invitations to Bid shall be removed from the Vendor List. **Faxes and emails of “No Bid” Response Form are not acceptable.**

<b>Date:</b>		
<b>BID Number:</b>		
<b>BID Name:</b>		
<b>Company Name:</b>		
<b>Company Address:</b>		
<b>City, State, ZIP</b>		
<b>Contact Name:</b>		
<b>Telephone Number:</b>		
<b>Fax Number:</b>		
<b>Reason for “No BID” Response:</b>		
<b>Would you like to remain on our active list?</b>	<b>Yes</b>	<b>No</b>
<b>Signature:</b>	<b>Date:</b>	

**SECTION 7.0  
 BID RESPONSE FORM  
 (Return of this form indicates a "BID" Response)  
 BID NO. 2017-01**

**JAIL GENERATOR REPLACEMENT PROJECT**

Vendor should return the **"No Bid" Response Form for a "no bid."** It is required that a **"No Bid" response be identified on the envelope** as if it were a bid (example: **"No Bid" for Bid #2017-01 Generator for Jail**). A properly submitted No Bid response is considered as a response and the vendor will receive credit for the response. Vendors who fail to respond to three (3) consecutive Invitations to Bid shall be removed from the Vendor List. **Faxes and emails of "No Bid" Response Form are not acceptable.**

<b>Date:</b>	
<b>BID Number:</b>	
<b>BID Name:</b>	
<b>Company Name:</b>	
<b>Company Address:</b>	
<b>City, State, ZIP</b>	
<b>Contact Name:</b>	
<b>Telephone Number:</b>	
<b>Fax Number:</b>	
<b>BID Response Lump Sum Total:</b>	
<b>Signature:</b>	<b>Date:</b>