

REQUEST FOR BID

**ATTENTION ALL BIDDERS**

**April 23, 2024,**

1. **Roof Replacement, North Wing, Colbert County Courthouse, 201 N. Main Street, Tuscumbia, AL 35674**

The Colbert County Commission is soliciting sealed bids for the item(s) listed above. **Bids will be received by the Colbert County Commission at the Colbert County Courthouse (Commission Office), 201 N. Main Street, Tuscumbia, AL 35674, ATTN: Roger Creekmore, until**

**Thursday, May 23, 2024 at 10:00 A.M. (central standard time)**

Bids will be opened in the County Commission Chambers at the location listed above at the above state date at 10:30 A.M. (central standard time). Only sealed bids received in the Commission office by the time listed above shall be opened and considered. Bidders and any other interested individuals are invited to attend the bid opening.

A mandatory pre-bid is scheduled for Thursday May 16, 2024, 10:00 A.M. (Central Standard Time), at the Colbert County Courthouse, County Commission office.

**Copies of the bid documents may be acquired from the Colbert County Commission Office, 201 N. Main Street, Tuscumbia, AL 35674.**

Prospective bidders are instructed to read the **General Terms and Conditions, Special Terms and Conditions, and Bid Specifications** very carefully. Bid addendums will be provided to all bidders, if necessary. Bids must be made in compliance with the guidelines in the sections referred to herein and each page initialed by the bidder representative to denote understanding of such compliance.

If you have any questions concerning terms or conditions, specifications, or any other aspects of the Request for Bid, please contact the following:

Robby Carter, Maintenance Supervisor  
Colbert County Commission  
Phone: (256) 386-8501  
Email: rcarter@colbertco.org

# Colbert County Commission General Terms and Conditions

(PLEASE READ AND INITIAL EACH PAGE)

**Preparation and Submission** – All bids must be typed or hand written in ink on the attached Bid proposal Form. **Please place the Bid Proposal Form in front of and separated from all other documents included in the bid packet.** Bids submitted in pencil and bids not submitted on the Bid Proposal Form will **not** be considered. All corrections and erasures shall be initialed and dated by the bidder representative. Bids that are submitted without being signed will automatically be rejected. Only information contained on the attached bid form will be considered in evaluating bids.

Bid envelopes must be sealed and must indicate clearly the appropriate bid number, bid item and bid opening date, as indicated on the cover sheet of the bid packet. Envelopes containing a “no bid” shall also include the words, “NO BID” on the outside of the envelope. Facsimiles and emails will not be accepted. Bids submitted by “Express/Overnight” services must be in a separate inner envelope or package sealed and identified as stated above, and must be delivered prior to the bid opening time. The Commission will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to the Commission office by the deadline stated in the bid request.

**Performance Bonds** – The Commission reserves the right to require a performance bond from a successful bidder as permitted under Alabama law. Failure to submit bond when required will result in rejection of the bid. Bidders must extend unit price times estimated quantities provided in specifications to determine appropriate bid bond/check amount.

**Bid Bonds** – The Commission requires a \$500 bid bond to be submitted with all bid proposal. Failure to submit bond at time of bid opening will result in rejection of the bid.

**Bidder Initials \_\_\_\_\_**

# Colbert County Commission General Terms and Conditions (continued)

(PLEASE READ AND INITIAL EACH PAGE)

**Other Compliance/Legal Assurances** – The Commission provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, sex, creed, age, disability, national origin or religion in consideration for an award. Bidders must abide by the provision of the Americans with Disabilities Act of 1990 and assure that in connection with the performance of work under this agreement that they are in equal opportunity employer and do not discriminate on the basis of race, sex, creed, age, disability, national origin or religion.

All Contractors and employees are subject to Colbert County's drug-free workplace policy in substantial compliance with the Alabama Drug-Free Workplace Act of 1995, **Code of Alabama 1975**, SS 25-5-334 et seq.

All bidders must comply with applicable sections of the Alabama Public Works Bid Law, **Code of Alabama 1975**.

The commission assumes no legal liability to purchase items or services under any contract.

The successful bidder agrees, by entering into this contract, to defend, indemnify and hold harmless Colbert County, Colbert County Commission, its officers and employees from any and all causes of actions or claims of damages arising out of or related to bidder's performance of this contract.

**Bid Prices** – All bid amounts shall be submitted on the attached Bid Proposal Form. Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The Commission will assume no transportation or handling charges other than specified in this bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Prices quoted shall remain firm for a minimum of 30 days from the date of opening of the bid, unless so stated differently in the bid.

Bidder's Initials \_\_\_\_\_

## **Colbert County Commission General Terms and Conditions (continued)**

(PLEASE READ AND INITIAL EACH PAGE)

**Bid Exceptions/Deviations/Substitutions** – The attached specifications are being provided to potential bidders as guidelines, which describe the type and quality of equipment, supply, and/or service that the Commission is seeking to purchase. The name of a certain brand, make, manufacturer, or definite specification is to denote the quality, standard, general style, type or character of the item desired but does not restrict the bidder to the specified brand, make and manufacturer or specification names. The bidder must indicate compliance or list detailed exceptions to each specification item for consideration. The bidder must provide satisfactory proof that the alternative product is, in fact, equal to the product described in the specifications. Any substitution of an item during the term of this bid (if applicable) must be of equal or better quality than the item bid. Failure to comply with any part of this provision could be cause for rejection of the bid.

**Bid Award/Rejection** – all bids will be awarded to the lowest responsive and responsible bidder. This determination may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable. When responsive and responsive bids are equal, a local vendor shall be favored. Unless Special Terms and conditions of the bid specify otherwise, the Commission reserves the right to make an award in whole or part to one or more bidders whenever deemed necessary and in the best interest of the Commission. Bidders may be disqualified and bid proposals may be rejected for any of (but not limited to) the following causes:

- a. Failure to use the bid forms furnished by the Commission.
- b. Lack of signature by an authorized representative on the Bid Proposal Form.
- c. Failure to properly complete the bid form.
- d. Evidence of collusion among bidders.
- e. Unauthorized alteration of the bid form.
- f. Failure to furnish performance bond, as required.
- g. Inclusion of an “escalator clause” unless so stipulated in the Special Terms and Conditions.

Colbert County Commission may review bidder’s qualifications and references as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the county may request.

Colbert County Commission reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

Colbert County Commission reserves the right to award the bid in any manner that is in the best interest of the county.

**Bidder’s Initials**\_\_\_\_\_

# **Colbert County Commission General Terms and Conditions (continued)**

(PLEASE READ AND INITIAL EACH PAGE)

**Insurance** – Successful vendor shall file at minimum the following insurance coverage and limited liability with the Colbert County Commission before beginning work with the Colbert County Commission:

**Umbrella Liability** – Bodily injury and property damage \$1,000,000 each occurrence.  
\$5,000,000 Aggregate

Workers' compensation Insurance with statutory requirements or a minimum One Million Dollars (\$1,000,000) coverage per occurrence or statutory limits.

Successful vendor must maintain such insurance for the duration of the contract, as it will protect him and Colbert County from claim under Workmen's Compensations Acts, and from claims for damage and/or personal injury, including death which may arise from operations under the contract.

Colbert County Commission shall be named as additional insured.

**Bond**

Project is subject to Code of Alabama; 39-1-1, Public Works. If bid price is \$100,000.00 or above, performance bond for the project will be required.

**Bidder's Initials\_\_\_\_\_**

## Colbert County Commission Special Terms and Conditions

(PLEASE READ AND INITIAL EACH PAGE)

**Mandatory Pre-Bid** – All prospective bidders are required to attend a **Mandatory Pre-Bid** meeting for this project on Thursday, May 16, 2024 at 10:00 A.M. (Central Standard Time). Meeting will be held in the first floor Commission Chambers and will include a tour of the area within the scope of work of the project. Any bids submitted by parties who fail to attend the Mandatory Pre-Bid will be rejected.

**Term** - The bid shall be valid for a period of 30 days, though June 23, 2024.

**Delivery** – Delivery shall be guaranteed within **90 days** of purchase order issuance date. Delivery shall be to the to the appropriate department ordering the goods through the issuance of a purchase order. Bidder's projected performance date shall be specified on the Bid Proposal Form. Beginning and End dates for the project shall be specified on the Bid Proposal Form.

**Warranty**- The bidder shall assume full responsibility for warranty of all components of the project. A statement shall be attached with the proposal setting out the conditions of the warranty. The manufacturer's standard warranty will be furnished.

**E- Verify Participation** - In order for the bid to be awarded, the business entity "shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such, sworn by affidavit signed before a notary." Additionally, the business entity "shall provide documentation establishing that it is enrolled in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations."

Bidder's Initials \_\_\_\_\_

**Colbert County Commission  
Roof Replacement, North Wing  
Colbert County Courthouse  
Job Specifications**

**Scope of Work:**

- 1) Remove and dispose of the existing ballast by vacuum method. Brooming the ballast will not be allowed.
- 2) Remove and dispose of the existing roof in its entirety.
- 3) Remove and dispose of the existing wall and curb flashings.
- 4) Mechanically attach 2" Isocyanurate insulation to the existing roof deck. The attachment shall meet the Manufacturer's requirements.
- 5) Fully adhere 50-mil White Duro-Last PVC membrane to the Isocyanurate insulation per the Manufacturer's recommendations.
- 6) Flash all roof penetrations per the Manufacturer's recommendations and details.
- 7) Furnish and install PVC coated metal edge on the outside edge of the existing coping.
- 8) Flash parapet walls using 50-mil White Duro-Last PVC membrane. Terminate wall flashing by welding the membrane to the PVC metal edge.
- 9) Furnish and install PVC coated metal thru-wall scuppers.
- 10) Provide new Miro pipe supports under the existing gas and electrical lines.
- 11) Existing downspouts and leader boxes are to remain.
- 12) Install flute fill insulation and ½" fanfold insulation on the small Standing Seam roof.
- 13) Install a 50-mil White Duro-Last PVC Membrane Mechanically attached roof system over the fanfold insulation.
- 14) The Price shall include a Manufacturer's 20-Year NDL roof warranty covering materials and workmanship.
- 15) The price shall include hoisting for all roofing materials and equipment.
- 16) The price shall include all required licenses and permits.
- 17) The price shall include removal of all roofing debris.

**NOTE:** Manufacturer's System is to establish "Standard of Quality". Products of "Or Equal" quality are allowed. Substitutions should be submitted with manufacturer's product data one week prior to bid date.

**Bidder initials** \_\_\_\_\_

**Roof Replacement, North Wing, Colbert County Courthouse**  
**BID FORM**

BIDDER'S COMPANY NAME AND ADDRESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Company Representative \_\_\_\_\_

(Failure to note any exceptions to minimum specifications conveys that the bidder agrees to and meets all specifications)

By my (our) written signature on this bid I (we) guarantee and certify that all items included in the bid meet or exceed any and all Specifications covering such items. I (we) further agree, if awarded a contract as a result of this bid, to deliver such commodities, service or merchandise, which meets or exceed the specifications. I (we) also verify that our company participates in the E-Verify Program and will verify each of our employee's eligibility status through E-Verify. I (we) understand that our bid will be voided if we do not provide proof of verification through E-Verify.

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QTY.	ITEM	PRICE EACH	EXTENDED
1	<b>Roof Replacement, North Wing Colbert County Courthouse 201 N. Main Street, Tuscumbia, AL (per technical specifications)</b>	_____	_____
	<b>TOTAL BID</b>		_____

Est. Delivery Date \_\_\_\_\_ Est. Beginning Date \_\_\_\_\_ Est. Completion Date \_\_\_\_\_

Bidder's Initials \_\_\_\_\_