



Jefferson County Commission Purchasing Division



716 Richard Arrington Jr. Blvd N., Room 830, Birmingham, AL 35203-0009

Office: 205.325-5381

Fax: 205-204-4034

www.paca.jccal.org

Michael Matthews, Purchasing Agent, Ph.D., C. P. M.
Ericka Andrew, Principal Buyer
Dominique Andrews, Buyer

Date: 12/20/2024
ITB No: 27- 25

To:	Prospective Bidders
Invitation To Bid Issue Date:	12/20/2024
Commodity Code:	91327;92915; 96871
Sealed Bid For:	ROAD MILLING SERVICES
Return Responses To: (Return responses in a sealed marked envelope, indicating the vendor name, ITB/RFP # and/or ITB/RFP name)	ERICKA ANDREW, PRINCIPAL BUYER DOMINIQUE ANDREWS, BUYER Jefferson County Commission Purchasing Division, Room 830 716 Richard Arrington Jr, Blvd, N Birmingham, Al 35203-0009

IMPORTANT SOLICITATION DATES

PRE-CONFERENCE	INQUIRY DEADLINE	ITB DUE DATE	ITB OPENING DATE
01/10/2025 10:30 A.M. (CST/DST) ***MICROSOFT TEAMS*** *See "Bid Announcement" For Virtual Attendee Details*	01/10/2025 by 5:00 PM CST/DST	1/16/2025 at 4:00 PM (CST /DST)	1/17/2025 at 10:30 AM (CST/DST)

Full Invitation to Bid documents can be downloaded at <http://paca.jccal.org>.

JEFFERSON COUNTY COMMISSION

Jefferson County is the most populous county in the state of Alabama and is in the central portion of the state. The county seat is in Birmingham. As of the 2020 Census, the population was 674,721. The County covers 1,124 square miles. Jefferson County is one of eight counties in Alabama with a limited form of home rule government.

PURPOSE

Jefferson County Commission is accepting bids for "ROAD MILLING SERVICES".

NOTIFICATION OF INTENT

All recipients of this solicitation are required to complete and return the enclosed Notification of Intent. Only those vendors submitting the Notification of Intent will be advised of any clarifications, addendum, answers to inquiries, etc. pertaining to this ITB. Notification of Intent should be emailed to Ericka Andrew and Dominique Andrews at procurementservices@jccal.org by 5:00 PM on 1/3/2025.

TELEPHONE INQUIRIES – NOT ACCEPTED

Telephone inquiries with questions regarding clarification on any and all specifications of the ITB will not be accepted. All questions must be typewritten and emailed to Ericka Andrew at procurementservices@jccal.org.

The County is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the County, or any other means of delivery employed by the bidder. Similarly, the County is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. Late bid responses will be retained in the bid file, unopened.

Released by: *Ericka Andrew*



INVITATION TO BID

27– 25

“ROAD MILLING SERVICES”

COMMODITY CODE: 91327;92915;96871

Ericka Andrew, Principal Buyer

Dominique Andrews, Buyer

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Birmingham, Alabama 35203

Phone: (205) 325 – 5381

Email: procurementservices@jccal.org



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DEFINITIONS

AASHTO

The American Association of Highway and Transportation (**AASHTO**) is a national non-profit organization that educates and plays a critical role in the development of security, maintenance, and operations of transportation systems via railways, water, air, and/or highways.

LIFE CYCLE COSTS

Life Cycle Cost Analysis is defined “as a method for evaluating all relevant costs over the time of a project, product, or measure. This method takes into account first costs, including capital investment costs, purchase, and installation costs; future costs, including energy costs, operating costs, maintenance costs, capital replacement costs, financing costs; and any resale, salvage, or disposal cost, over the life-time of the project, product, or measure.”

LOWEST RESPONSIBLE BIDDER

A responsive bidder whose bid is lower than those received from other bidders and whose reputation, past performance, and business and financial capabilities have been determined by the Jefferson County Commission to satisfy the requirements of the bid and/or contract.

MINORITY BUSINESS ENTERPRISE(MBE)

Is an American designation for businesses which are at least 51% owned, operated and controlled on a daily basis by one or more (in combination) American Citizens of an ethnic minority group and/or gender (e.g. woman-owned) and/or military veteran classifications.

PACA

Purchasing Association of Central Alabama. Jefferson County Commission sponsors the Purchasing Association of Central Alabama (PACA) which is administered through the Jefferson County Purchasing Division.

QUALIFIED BIDDER

A responsive bidder meeting established standards of responsibility for the provision of a specified service, as determined by the Jefferson County Commission.

RESPONSIBLE BIDDER OR OFFEROR

A person/organization who has the capability, in all respects, to perform the bid/contract requirements fully and the moral and business integrity and reliability to assure good faith performance.

SEALED BID

A response to a solicitation that has been submitted in a sealed envelope to prevent its contents being revealed before the time and date set for the receipt of responses.

SPECIAL PROVISIONS/SPECIAL TERMS AND CONDITIONS

Clauses pertaining to a contract that are unique to the service or product being obtained, which may supplement or, in some cases, supersede one or more of the general terms and conditions that pertain to the same contract.



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BID ANNOUNCEMENT

Sealed bids marked **ITB 27 – 25 “ROAD MILLING SERVICES”** will be received by the Purchasing Manager, Room 830 Courthouse * 716 Richard Arrington Jr. Blvd N, Birmingham, Alabama 35203.

Bids will be **accepted until 4:00 P.M.** central time (standard or daylight savings time, as applicable) on **THURSDAY, JANUARY 16TH, 2025.** Bids submitted after these dates and times **will not be considered.**

Bids will be publicly opened at **12:00 PM(NOON) CST ON FRIDAY, JANUARY 17TH, 2025.**

Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date. **Any submission modification(s) after the “Bid Opening Due Date” may not be considered.**

The Jefferson County Purchasing Division are extending the opportunity to remotely/virtual attend the PRE-BID CONFERENCE. Attendee information/instructions are below:

This PRE-BID CONFERENCE will also be held virtually in Microsoft Teams on **FRIDAY, JANUARY 10TH, 2025, AT 10:30 A.M. (CST)** to provide discussion and feedback for "Road Milling Services" with Jefferson County Commission Purchasing Division and Roads and Transportation Department.

Microsoft Teams [Need help?](#)

Join the meeting now

Meeting ID: 274 143 324 834

Passcode: Tc2dE7GG

Dial in by phone

[+1 469-965-2478](tel:+14699652478), [544012767#](tel:+14699652478) United States, Northlake

[Find a local number](#)

Phone conference ID: 544 012 767#

For organizers: [Meeting options](#) [Reset dial-in PIN](#)

The County reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid.

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid., attachments, and explanations thereto submitted in response to this ITB, except copyrighted material, shall become the property of the Jefferson County Commission regardless of the Consultant selected. Response to this solicitation does not constitute an agreement between the Bidder and the County.



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The County is not responsible for delays occasioned by the U. S. Postal Service, the internal mail delivery system of the County, or any other means of delivery employed by the bidder. Similarly, the County is not responsible for, and will not open, any bid/proposal responses, which are received later than the date and time indicated above.

LATE BIDS WILL REMAIN UNOPENED.

BACKGROUND

Jefferson County is situated in central Alabama. It is the principal and most populous county in the state. The county seat is located in Birmingham. As of the 2010 Census, the population was 658,466. The County covers 1,123.80 square miles. Jefferson County is one of eight counties in Alabama with a limited form of home rule government.

PURPOSE

The purpose of this ITB is to establish a contract for **ROAD MILLING SERVICES** for the Jefferson County Commission Department of Roads and Transportation, all other Jefferson County Departments and Purchasing Association of Central Alabama (PACA).

AWARD

The award will be made on an all or none basis. The Jefferson County Commission shall award this contract to the *lowest, responsible, and responsive* bidder, who best meets the terms and conditions of this bid. The Jefferson County Commission expressly reserves the right to reject any and all bids, or parts of bids, and to make the awards in the best interest of the county.

AWARD USING LIFE CYCLE COST

The Awarding Authority may use life cycle cost analysis for personal property purchases as provided by the Alabama Competitive Bid Law, Code of Alabama 1975, Section 41-16-57(c) and the Code of Alabama 1975, Section 16-13B-7(c)(1)3 . Act 2011-530, Acts of Alabama, amended Section 41-16-57(c) to allow for the use of life cycle cost for goods which are, or are to become fixtures.

BID ACCEPTANCE/REJECTION

The County reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid.

BID OPENING AND RESULTS

Bids are opened publicly in the Jefferson County Purchasing Department. Interested parties are invited to attend the bid opening. A tabulation of bids received will be available within a reasonable time after the bid opening.



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NON-RESPONSIVE SUBMITTAL

Respondents that do not meet all the requirements of this solicitation, or which fail to provide all required information, documents, or materials, may be rejected as non-responsive. Material requirements of the solicitation are those set forth as mandatory or without which an adequate analysis and comparison of Submittals are impossible, or those which affect the competitiveness of Submittals. Respondents whose submittals, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsive. The Jefferson County Commission reserves the right to determine which submittals meet the material requirements of the solicitation and which Respondents are responsive.

SPECIFICATIONS

Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer but is solely for the purpose of indicating the type, size and quality of materials, products, service, or equipment considered best adapted to the County's intended use. Proprietary specifications may be waived for functional equivalents offered, if authorized by the requesting department.

TERM OF CONTRACT

Any contract resulting from this ITB will become effective upon bid award (or within **30-days** of award notification, approval of the Jefferson County Commission and purchase order is issued). The Jefferson County Commission may offer a one (1) year contract with the option to renew for two (2) additional one (1) year terms or a three (3) year contract.

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SCOPE OF WORK

Jefferson County desires to establish a contract for standard milling only for existing roads which includes approximately 80,000 square yards on an annual basis, (40,000 square yards for Ketona Highway District and 40,000 for Bessemer Highway District). Contracted work will only consist of milling services depth from 0” to 14”. Areas of milling services can consist of multiple streets within a two-mile radius in accordance with ALDOT Standard specifications for highway construction, latest addition.

CLEANING AND SAFETY

The contractor shall maintain the site in a standard of cleanliness, throughout the road milling project. All precautions possible shall be taken to promote the safety of the public and employees. The successful bidder must have verifiable, active, safety policies.

The awarded vendor is responsible for all damage to existing County or public property, grounds, and equipment, caused by him/her, his/her employees, or sub-contractors, and will replace and make good such damage. The contractor will maintain adequate protection to prevent damage to his work and property of others and take all necessary precautions for the safety of his/her employees and others. The contractor will comply with all safety laws and regulations in effect in the locality.

TRAFFIC CONTROL & TRUCKING

The awarded vendor/contractor *must* notify Jefferson County immediately if there is not a sufficient number of trucks at the job site to keep his/her production rate.

WORK HOURS

Contracted work hours will be from dawn to dusk **6:00 a.m. (CDT) till 8:00 p.m. (CDT)**.

COMMENCEMENT OF WORK

The awarded vendor/contractor must begin work within **fourteen (14) days**, after notification of area to be mill.



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INSTRUCTIONS TO BIDDERS

BID FORMS

Bid must be submitted on preprinted Bid Sheets (**see pages 29-33**) supplied by the Jefferson County Purchasing Department.

***Note:** Vendor name must appear on the line provided at bottom of each bid sheet.

BIDDER REQUIREMENTS

1. Must have a General Contractor's License.
2. Any Bidder responding to this ITB must be a Qualified Bidder that is authorized to conduct business in the State of Alabama and Jefferson County.
3. Able to provide and support the products and services in this ITB.
4. Must offer quality material, supplies, equipment, and labor as requested in this ITB.
5. Meet or exceed all specifications stated in the invitation to bid.

BIDDER REGISTRATION

To become a registered vendor with the Jefferson County Commission, Purchasing Department's competitive vendor base, please visit our VSS (Vendor Self-Service) website at <https://munisweb.jccal.org/vss/default.aspx>. Our vendor registration system is designed to maximize your opportunity to participate in the County's purchasing program. Should you encounter a problem with registration, email procurementservices@jccal.org and provide screen shot of error message or call 205-325-5381.

Importance of Commodity Codes

Please Note: IT IS VERY IMPORTANT that commodity codes are **SELECTED** and **ADDED** to your vendor profile for **ALL** the goods and/or services your company can provide for the County. Commodity code selection is important because it determines vendor notification and selection. Such notifications include but are not limited to requests for quotes and ITB, RFP and RFQ solicitations. Vendor notifications and/or bidders lists are generated based on the commodity codes **SELECTED** by the vendor. Bidding opportunities and/or notifications are generated and emailed to the email address noted on the **general registration page** when the **bid solicitation Commodity Code matches the Commodity Code added by the vendor**. When commodity codes are NOT SELECTED, your company is just a name in our database and the buying staff does not know what goods and services your company can provide. Feel free to enter as many commodity codes as applies to the services and/or goods your company offers during registration or **UPDATE** your vendor file as you identify more commodity codes in the future.

New Vendors

To Create a New Vendor:

1. Go to: <https://munisweb.jccal.org/vss/default.aspx> (Compatible with Google Chrome)
2. **Select** "Don't have an account? **Create an Account**" at the bottom of the page, **Enter** your EMAIL ADDRESS and **Create** a unique PASSWORD using the Community Access Service portal ****only required once per email address registered.**
3. It is very **Important** that you Complete the following steps:
 - a. **Enter** your "Company Information" Note: Physical Address Information will be entered in the "Vendor Address" section to the right.
 - b. **ADD** additional "Addresses" i.e., REMIT, locations and/or corporate, if applicable
 - c. **Enter** "General Vendor Contacts"
 - d. **Enter** "User Contact Information"
 - e. **Review** registration info (to make Edits **Select** the blue word **CHANGE**)



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- f. **Important** Scroll to bottom of page and “**ATTACH**” Attachments (i.e., COI, SAM’s #, Pamphlet, Remit Info, etc.) in attachment type “**default**”
- g. **Important** **UPLOAD** a current **W-9** (signed and dated within **24 months** of today’s date, preferably the current year (and we kindly request set a calendar reminder to **UPDATE** every **24 months**) in attachment type “**AP W-9 FORMS**” - then
- h. **Select** “**Register**”
- i. **Important** **Select/ADD/Save** **ALL** Commodity Codes that apply to the goods and/or services you offer, as applicable -> **Select** link “Register for COMMODITIES/ SERVICES.”

Existing Vendors

1. To **UPDATE** your vendor profile, go to <https://munisweb.jccal.org/vss/default.aspx> (Compatible with Google Chrome) **Select** “Link to Existing.”
2. **Select** “Don’t have an account? **Create an Account**” at the bottom of the page, **Enter** your EMAIL ADDRESS and **Create** a unique PASSWORD to access your existing vendor file using the Community Access Service portal ****only required once per email address registered.**
3. **Select** “Vendor Self Service”
4. **Complete** the Vendor registration information -> NOTE: Items required: Existing **VID#** and the 9-digit EIN/FID# ****to look up an existing VID# go to paca.jccal.org, **Select** “Vendors” then “Lookup Vendor Number.”**
5. **Upload** a current W-9 signed and dated within **24 months** of today’s date, preferably this year.
 - a. How to: Click “**Vendor Information**” from the side menu and select “**Attachments**”
6. **Select/Save** **ALL** the Commodity Codes that apply to the goods and/or services your company can provide.
 - a. How to: Click “**Vendor Information**” from the side menu and select “**Commodities**”. Search by entering part of the name or commodity code number, be sure to hit the **ADD** button and you will see commodities listed under the **ADDED** items at the bottom of the page. Once all Commodity Codes are added, click “**Finished.**”
7. **Enter** your **DUNS #** with the dashes in the General Information section.
 - a. How to: Click “**Vendor General Information**” and the edit pencil, review and scroll towards the bottom of the page (after web site) and **ENTER DUNS #** with the dashes, to **SAVE** changes select **UPDATE** at the bottom of the page.
8. **Verify and/or Update** your Physical Address **and Add/Enter REMIT** and/or location address, if applicable
 - a. How to: Click “**Vendor General Information**” and the edit pencil, scroll down, and select the small blue word **ADD** in the address information section **and Add/Enter/Update** any additional addresses, repeat this step until all addresses are added. You will overwrite the address listed but it will save as new address entry when you select the word **ADD.**
9. **Review** additional fields to ensure your vendor file is current, information listed is accurate and up to date.

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BIDDER RESPONSIBILITY

1. Licensed to do business in Jefferson County.
2. Registered through our Vendor Self-Service System.
3. Must provide DUNS (Data Universal Numbering System) Number.
4. Must not be in exclusion from SAMS.gov (System for Award Management).

BID SUBMITTAL DEADLINE AND INSTRUCTIONS

The Bid Submittal Deadline is **THURSDAY JANUARY 16TH, 2025**. Bid must be submitted in sealed envelopes/packaging and should be properly identified with the bid number and Bid Submittal Deadline:

1. All bids shall be sealed and clearly marked **ITB 27-25, ROAD MILLING SERVICES**.
2. The envelope or package containing the bid shall have the name of the Vendor, complete address, telephone number, and name of contact person. **ALL BIDS MUST ARRIVE IN THE PURCHASING DEPARTMENT, 716 RICHARD ARRINGTON JR, BLVD, NORTH, ROOM 830, BIRMINGHAM, AL 35203-0009, (JANUARY 16TH, 2025) BY 4 PM, CST, THE DAY PRIOR TO BID OPENING DATE. BIDS ARRIVING ON OPENING DAY WILL NOT BE ACCEPTED.** Bids sent by electronic devices (i.e., facsimile and e-mail) are not acceptable and will be rejected upon receipt. Vendors will be expected to allow adequate time for delivery of their bid either by airfreight, postal service, or other means. It will be the sole responsibility of the Vendor to have the bid delivered to Jefferson County Purchasing Department before the closing hour and date.

The County is not responsible for delays occasioned by the U. S. Postal Service, the internal mail delivery system of the County, or any other means of delivery employed by the bidder. Similarly, the County is not responsible for, and will not open, any bid/proposal responses, which are received later than the date and time, indicated above. **LATE BIDS WILL BE DISQUALIFIED AND NOT OPENED.**

3. Vendor must have all proper "Required Forms" (**Pgs.27-45**) signed, dated and notarized (where applicable).

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BUSINESS LICENSE

In the event you receive a notification of intent to award letter, **you will be required to provide your Jefferson County business license within (10) ten days of receipt of notice of intent to award.** If you are not currently registered with Jefferson County Revenue Department, and do not have a business account number, applications may be obtained by logging on to <http://jeffconline.jccal.org/revenue>. Once you have logged on, click on Business License and then **New Applicants. Failure to submit the requested information may result in the notice of intent to award being revoked.

INQUIRY DEADLINE

All inquiries are due by 5:00 p.m. CST/DST on Friday, January 10th, 2025.

INTERPRETATIONS AND ADDENDA

No interpretation or modification made to any respondent as to the meaning of the ITB shall be binding on the Jefferson County Commission unless submitted in writing and distributed as an addendum by the Jefferson County Purchasing Department. Interpretations and/or clarifications shall be requested in writing and directed to **Ericka Andrew, Principal Buyer at Jefferson County Purchasing Division, 830 Courthouse, 716 Richard Arrington Jr. Blvd. North, Birmingham, AL 35203, (Fax: 205-214-4034) or (email: procurementservices@jccal.org)** Verbal information obtained otherwise will not be considered in awarding of contract. All addenda shall become part of the ITB.

LICENSES/CERTIFICATES

Jefferson County reserves the right to require documentation that each bidder is an established business and is abiding by the Ordinances, Regulation, and Laws of their community and the State of Alabama. If you are required by any regulatory agency to maintain professional license or certification to provide any product and/or service solicited under this ITB, the County reserves the right to require you to provide documentation of your current license and/or certification before considering your Bid and/or before awarding a contract.

NOTIFICATION OF INTENT

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TELEPHONE INQUIRIES – NOT ACCEPTED

Telephone inquiries with questions regarding clarification on any and all specifications of the ITB will not be accepted. All questions **must** be typewritten and emailed to procurementservices@jccal.org.



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SPECIAL PROVISIONS FOR PUBLIC WORKS



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SPECIAL PROVISIONS FOR PUBLIC WORKS

ALABAMA CODE SECTIONS 34-8-1 THROUGH SECTION 34-8-28 (1975)

The attention of all bidders is called to the provisions of the State Law governing general contractors, as set forth in Alabama Code Sections 34-8-1 through Section 34-8-28 (1975), as amended, Chapter 4, Section 65-to 82 (inclusive) of Title 46 of the Code of Alabama of 1940, as amended; and bidders shall be governed by said law insofar as it is applicable. The above-mentioned provisions of the code make it illegal for the owner to consider a bid proposal from anyone who is not properly licensed under such code provisions.

CONTRACT INCORPORATION

This contract embodies the entire contract between the County and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the bid solicitation, all addenda, all of Bidders' successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

CONTRACTORS BID BOND SECTION 1

SECTIONS 23-1-2 AND 39-2-4 OF THE CODE OF ALABAMA 1975 (AMENDED)

To amend **Sections 23-1-2 and 39-2-4 of the Code of Alabama**, to increase the amount of the bid guarantee required to be filed under certain conditions by a bidder on public works project when the Department of Transportation is the awarding authority. A certified check payable to the awarding authority for an amount not less than five percent of the bid, but no more than fifty thousand dollars (\$50,000); or a bid bond payable to the awarding authority in an amount not less than five percent of the bid, but in no event more than fifty thousand dollars (\$50,000).

DAMAGE

The contractor shall be held responsible for any breakage, loss of the County's equipment or supplies through negligence of the contractor or his employee while working on the County's premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the County any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

INSTALLATION/QUALITY ASSURANCE

Use adequate numbers of skilled workmen, under proper supervision, who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in these specifications.



Jefferson County Commission Purchasing Division



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COMPLIANCE WITH OSHA

Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and the Bidder will indemnify and hold Jefferson County Commission harmless for any failure to so conform.

PERFORMANCE BOND & PAYMENT BOND - ALABAMA CODE TITLE (A) SUBSECTION 39-1-1

(a) Any person entering into a contract with an awarding authority in this state for the prosecution of any public works shall, before commencing the work, execute a performance bond within **ten (10) consecutive calendar days** with penalty equal to **100% percent of the amount of the contract price.** In addition, "PAYMENT BOND", payable to the awarding authority letting the contract, shall be executed in an amount not less than **50% percent of the contract price,** with the obligation that the contractor or contractors shall promptly make payments to all persons supplying labor, materials, or supplies for or in the prosecution of the work provided in the contract and for the payment of reasonable attorneys' fees incurred by successful claimants or plaintiffs in civil actions on the bond. If extenuating circumstances prevail, the awarding authority may grant an extension in time not exceeding **five days** for the return of the contract, required bonds and required evidence of insurance.

STATE OF ALABAMA LICENSING BOARD FOR GENERAL CONTRACTORS' RULES AND REGULATIONS CHAPTER 8 OF TITLE 34 OF THE CODE OF ALABAMA, 1975, AS AMENDED SECTION 34-8-8

(a) All owners, architects, engineers, construction managers, and private awarding authorities preparing plans and specifications for work to be contracted in Alabama pursuant to this chapter shall include in their invitations to bidders, including but not limited to all public and private advertisements, and their specifications a copy of the portions of this chapter as are deemed necessary to convey to the invited bidder, whether he or she is a resident or nonresident of this state and whether a license has been issued to him or her or note, the information that it will be necessary for him or her to show evidence of license before his or her bid is considered. Any person including an owner, architect, engineer, construction manager, or private awarding authority who violates this section shall be guilty of a Class B misdemeanor and shall for each offense of which he or she is convicted be punished, fined, or both, in accordance with Sections 13A-5-7 and 13A-5-12.

(b) All owners, architects, engineers, construction managers, or private awarding authority receiving bids pursuant to this chapter shall require the person, firm, or corporation to include his or her current license number on the bid. The owner, architect, engineer, construction manager, or private awarding authority shall reject all bids that do not contain the current license number of the general contractor submitting the bid. All persons who violate this subsection shall be guilty of a Class C misdemeanor and shall for each offense for which he or she is convicted be punished, fined, or both, in accordance with Sections 13A-5-7 and 13A-5-12.

DELIVERY

Purchase orders will be issued as deliveries are required. Failure to deliver as specified and in accordance with the bid submitted, including promised delivery, will constitute sufficient grounds for cancellation of the order at the option of the County Commission. Subsequent County locations may be added based on the needs of the County.

DELIVERY HOURS

All work must be Monday through Friday, between the hours of 6:00 A.M. - 8:00 P.M., excluding holidays.

DELIVERY TIME

The maximum time allowed for delivery is *14 days* from receipt of order. Time is of the essence of this contract. The bidder shall state the earliest delivery time on Bid Sheet. The Jefferson County Commission reserves the right to cancel any order not received within the time stated by the Bidder in their bid response. Delivery time will be a factor in the award of bid where a maximum time for delivery is stipulated herein. Bid documents will inform Bidder when delivery is a factor in award of bid.



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SPECIAL PROVISIONS FOR SERVICES



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SPECIAL PROVISIONS FOR SERVICES

ACCESSIBILITY

The contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. He shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.

AUTHORITY OF THE COUNTY

Subject to the power and authority of the County as provided by law in this contract, the County shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The County shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

CHANGES IN WORK

The County may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the County may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the County. Changes in work and the amount of compensation to be paid to the contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted.

CLEAN-UP

During performance and upon completion of work on this project contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean and acceptable condition as approved by the County.

COOPERATION BETWEEN CONTRACTORS

The County reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the County from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

COORDINATION WITH AGENCIES

The contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.

INDEPENDENT CONTRACTOR

In accepting this contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. The contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of County. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of County.



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LIQUIDATED DAMAGES

Time is of the essence of this contract. Failure to start and complete all work specified within the time allowed shall constitute material breach of contract. The "time allowed" will be calculated *from the* date of the Notice to Proceed through the "Maximum Completion/Delivery Time" indicated by the Successful Bidder/Contractor on his Bid Form for the completion work or delivery of the goods specified. Failure of successful Bidder to complete the work or deliver the goods within the time allowed will result in damages, and for each consecutive day in excess, the contractor shall pay to the County the sum of **of \$(1,500.00) per calendar day**. Such amount shall not be construed as a penalty but as a minimum value of liquidated damages that may be deducted from payment due to the contractor if such delay occurs.

PERMITS

Unless otherwise specified herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the County from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

PROTECTION OF PUBLIC

If additional Jefferson County Provided traffic control is needed then adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.

REJECTION OF WORK

Contractor agrees that the County has the right to make all final determinations as to whether the work has been satisfactorily completed.

UNKNOWN OBSTRUCTIONS

Should any unknown obstruction be encountered during the course of this contract, the Contractor immediately bring it to the attention of the County. The contractor shall be responsible for the protection of all existing equipment, furniture, or utilities encountered within the work area.

USE OF SUBCONTRACTORS

The Parties acknowledge and agree that awarded vendor shall be entitled to engage Subcontractors in respect of the performance of the Work or portion thereof. Contractor shall be solely responsible for paying each Subcontractor for services, equipment, material or supplies in connection with the Work. Supplier's use of subcontractors will not relieve Supplier of the responsibility for the subcontractor's performance, and Supplier's obligations and responsibilities assumed under this Agreement will be made equally applicable to subcontractors.



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JEFFERSON COUNTY COMMISSION GENERAL TERMS AND CONDITIONS



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JEFFERSON COUNTY COMMISSION GENERAL TERMS AND CONDITIONS

ACT 2016-312 PROHIBITION AGAINST BOYCOTTING

The contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade. In addition, the Alabama Code § 41-16-161 states that by signing this contract, the contracting party affirms that, without violating controlling law or regulation, it does not and will not, during the term of the contract, engage in economic boycotts.

BID ACCEPTANCE/REJECTION

Jefferson County expressly reserves the right to reject any or all bids, or parts of bids, and to make the award on merit and/or features of design and quality, delivery, and availability of parts and service as the best interest of the County appears.

BREACH AND DEFAULT

Any violation of this Agreement shall constitute a breach and default of this agreement shall be cause for termination. Upon such termination Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

CANCELLATION

Failure to deliver as specified and in accordance with the bid submitted, including promised delivery, will constitute sufficient grounds for cancellation of the order at the option of the County Commission and member of the Cooperative.

CONFLICT OF INTEREST

The Individual/Firm declares that, as of the date of any ensuing contract, neither the County nor any County Commissioner nor any Director nor any other Jefferson County Government official is directly or indirectly interested in this contract or any contract with the Individual/Firm for which compensation will be sought during the period of time this contract is being performed, and, furthermore, the Individual/Firm pledges that he/it will notify the Purchasing Manager in writing should it come to his/its knowledge that any County official becomes directly or indirectly interested in the contract or any contract the Individual/Firm for which compensation will be sought during the aforesaid period. In addition, the Individual/Firm declares that, as of the date of this contract, neither he/it nor any of his/its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the Jefferson County Commission, or to anyone else for the County's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with the County under which compensation will be sought during the period of time this contract is being performed and furthermore, that neither the Bidder nor any of his/its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the Jefferson County Commission, or to anyone else for the County's benefit, any sum of money or other thing of value, for aid or assistance in obtaining any amendment to this contract with the Bidder for which compensation will be claimed during the period of time this contract is being performed.

CONTRACT ADDITIONS

If mutually agreed upon within twelve (12) months from bid opening date, this bid may be used as the basis for additional purchases of same type and scope as requested herein.

CORRECTIONS/AUTHORIZED SIGNATURE

Bids having any erasures or corrections must be initialed in ink. The bid must be signed in *ink* by an official authorized representative.



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GENERAL

The Jefferson County Commission expressly reserves the right to reject any and all bids, or parts of bids, and to make the award or awards as the best interest of the county appears.

GOVERNING LAW/DISPUTE RESOLUTION

Any contract agreement that is issued based on this ITB, the parties shall agree that the contract agreement is made and entered into in Jefferson County, Alabama, and that all services, materials and equipment to be rendered pursuant to said contract agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this contract agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this contract agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

GUARANTEE

Bidder certifies by bidding, that he is fully aware of the conditions of service and purpose for which services included in this bid are to be purchased, and that his offering will meet the requirements of service and purpose to the satisfaction of the Jefferson County Commission and its Agent.

HOLD HARMLESS AND INDEMNIFICATION

Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as “County”), from and against any and all loss expense or damage, including court cost and attorney’s fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker’s Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. The company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, the contract party shall file with the County a certificate from its insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker’s Compensation and Employer’s Liability.

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INSURANCE

The successful bidder will maintain such insurance as will protect him and the County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and **shall include Jefferson County, Alabama as Added Additional Insured by Endorsement including thirty (30) day(s) written cancellation notice.** Evidence of insurance will be furnished to the Purchasing Agent not later than fifteen (15) day(s) after Purchase Order/contract date. Successful bidder is also required to include the bid number on the evidence of insurance.

Insurance Minimum Coverage:

Contracting party shall file the following insurance coverage and limits of liability with the Purchasing Department before beginning work with the County.

General Liability:

\$1,000,000 - Bodily injury and property damage combined occurrence

\$1,000,000 - Bodily injury and property damage combined aggregate

\$1,000,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation,

Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

Automobile Liability:

\$1,000,000 - Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence

Umbrella Coverage:

\$1,000,000 - Each occurrence

\$1,000,000 - Aggregate

Added Additional Insured by Endorsement:

Jefferson County, Alabama

30-Day(s) Written Cancellation Notice

Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions enter the BID/ITB Number, Project Number or Purchase Order Number Covered by The Certificate of Insurance.



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INVOICING

All invoices must agree with the purchase order in description and price and include the following information:

1) Purchase Order Number; 2) Ship-to department name and address.

In order to ensure prompt payment, ALL ORIGINAL INVOICES* MUST BE SENT TO:

Jefferson County Commission
Finance Department
Room 820 County Courthouse
716 Richard Arrington Jr. Blvd. North
Birmingham, Al 35203

Awarded vendor must also email copies of the invoices along with quantity sheets to:

Kellie Johnson, Accountant at johnsonk@jccal.org of the Roads and Transportation Department.

*If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the County to process payment. **Invoices that do not reference an authorized Purchase Order will be returned to the vendor. ***

*****NOTE: Payment will be made under Item No. 408A-000 of the Alabama Department of Transportation Standard Specifications for Highway Construction, latest edition. *****

LANGUAGE, WORDS USED INTERCHANGEABLY

The word COUNTY refers to the JEFFERSON COUNTY COMMISSION and/or JEFFERSON COUNTY, ALABAMA throughout this document. Similarly, RESPONDENT, VENDOR, and BIDDER refer to the person or company submitting an offer to sell its goods or services to the COUNTY. The words PROPOSAL, QUOTATION, and BID are all offers from the BIDDER. The County has established for the purposes of this ITB that the words SHALL, MUST or WILL are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, at the sole discretion of the County, the deficient response is not in substantial accord with this ITB's mandatory condition requirements. The words SHOULD and MAY are equivalent in the ITB and indicate very desirable conditions or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal but may result in being considered as not in the best interest of the County.

LAWS AND REGULATIONS

All applicable State of Alabama and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be and are incorporated here by reference. The Jefferson County Commission currently does not have a business license. Vendors must register with the Jefferson County Commission Department of Revenue. Any contract executed based on award of this ITB/ RFP must stipulate that governing law will be the State of Alabama.

NEGOTIATIONS

Jefferson County reserves the right to enter into contract negotiations with the selected bidder. If the County and the selected bidder cannot negotiate a successful contract, the County may terminate negotiations and begin negotiation with the next selected bidder. This process will continue until a contract has been executed or all proposals have been rejected. No bidder shall have any rights against the County, arising from such negotiations.



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NON- DISCRIMINATION POLICY

The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder/contractor submitting a proposal will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Bidder/Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

OTHER BENEFITS AND COMPENSATION

There are no other benefits or compensation except as listed in Method of Payment.

PERMITS, CODES & REGULATIONS

All equipment, construction, and installation will comply with City, County, State and Federal Codes and Regulations. A successful bidder will obtain and pay for all permits necessary, notify proper authorities for inspections and furnish any certificates required for the work.

PRE-PAYMENTS

No prepayments of any kind will be made prior to shipment. Bidder agrees that Jefferson County will be charged no more for item(s) bid than the State of Alabama, and that in the event of a price reduction; the County will receive the benefit of such reduction on any undelivered portion of contract.

PRICE GUARANTEE FOR ENTIRE CONTRACT PERIOD

Bidder agrees that he will deliver any items awarded to him, that such items will be manufactured to quoted specifications that prices billed will be no higher than those quoted herein, and that delivery will be made within the time specified herein or within a reasonable time, if not so specified. Bidder hereby guarantees delivery of all items awarded to him hereunder, without any qualification or limitation whatsoever. In making this guarantee, the bidder confirms that he has secured the subject items or has obtained a guarantee of their availability sufficient to his satisfaction.

Bidder further agrees that in the event bidder fails to deliver any items awarded to him in accordance herewith for any reason whatsoever, Jefferson County may, at its option, accept the next lowest and best bid for such items, or re-bid such items, or obtain substitute items elsewhere. Such substitutes may include later year models, where current year models are not reasonably available. Bidder agrees to pay Jefferson County the difference between the bidder's bid for such items and the cost to Jefferson County to obtain the items elsewhere, if greater, and other incidental and consequential damages. Jefferson County may elect not to affect such cover and may enforce all remedies authorized by law.

PRICE REDUCTION

In the event of a general price reduction, the County will receive the benefit of such a reduction on any undelivered portion of the contract.

PRICES

Prices must include transportation (including fuel surcharge, *if applicable*) labor, equipment, and materials shall remain *firm* for the term of the contract. If price adjustments are requested pursuant to the terms of this contract, the Contractor must notify the County **ninety (90) days** prior to the current terms' expiration date.



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PRICING ESCALATION/DE-ESCALATION

Economic Price Adjustment. All prices offered shall be firm against any increase for twelve, (12) months from the effective date of contract. **Ninety (90) days** prior to renewal, JEFFERSON COUNTY may entertain a request for escalation in accordance with the most recently published consumer price index (CPI). Each successive renewal option will be treated in the same manner. JEFFERSON COUNTY reserves the right to accept, reject, or negotiate the request for a price increase. If the price increase is approved, the price will remain firm for **one year** from the date of the increase. This clause also enables JEFFERSON COUNTY to seek de-escalation on the same terms.

PUBLIC DISCLOSURE

Subject to applicable law or regulations, the content of each Bidder's Proposal shall become public information upon the effective date of any resulting contract. A Bidder's disclosure or distribution of the bid, other than to the County, will be grounds for disqualification at the County's option. All electronic files, audio, and/or video recordings; and all papers pertaining to any activity performed by the Successful bidder for or on behalf of the County shall be the property of the County and shall be turned over to the County upon request. Bids submitted are not publicly available until after the awarded contract is signed by the Jefferson County Commission. Jefferson County reserves the right to retain all Bids submitted and to use any ideas in a bid regardless of whether that bid is selected.

SINGLE BID

If a single bid response is received for this ITB, the bid will be rejected in accordance with Title 41-16-50-a-1 of the Alabama Code. The bid will be opened but will not be read publicly. We will proceed with negotiations for a lower price with the rejected bidder and other bidders by means of sealed quotes. The rejected bidder's initial offer will not be disclosed to other bidders, prior to the awarding of a contract. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications required by the County are met.

SOLE CONTRACTOR/IMPLEMENTER

The Jefferson County Commission intends to award the contract to a sole contractor. The successful Bidder shall assume total responsibility for all Deliverables whether a sub-contractor or third-party produces them in whole or in part. Further, the County will consider the successful Bidder to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. The successful Bidder will be fully responsible for any default by a subcontractor, just as if the successful Bidder itself had defaulted. No sub-contractor will be paid directly by Jefferson County. The successful Bidder will be solely responsible for the success of the entire Project.

STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

TAX

Jefferson County is exempt from all tax. Provided, however, that the bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction.

TELEGRAPHIC/ELECTRONIC BID RESPONSES

Bid responses sent by electronic devices (i.e., facsimile machines and email) are not acceptable and will be rejected upon receipt. Vendors will be expected to allow adequate time for delivery of their bid responses either by airfreight, postal services, or by other means.



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TERMINATION OF CONTRACT

This contract may be terminated by the county with a **thirty (30) day written notice** to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

THIRD-PARTY “REMIT-TO”

If the bidder has a third-party “remit-to” company, that information must appear on the Bidder’s response. Jefferson county will send payment to the company designated by Bidder on its response, but will not be responsible for resolving payment issues, should the bidder change payment processing companies after a payment has been mailed or without 45-day written notification to the Purchasing and Accounting division of Jefferson County.

USAGE REPORT

At no cost to the County, the Contractor shall be required to provide quarterly, bi-annual and annual usage reports or reports as requested by Jefferson County Commission Purchasing Division. The reports will include purchase/spend information for; Jefferson County Commission Departments, Jefferson County Commission Entities (EMA, Personnel Board, Sheriff’s Office) and Purchasing Association of Central Alabama partners. Report categories will include, but will not be limited to: customer name, date of purchase, item description, quantity, dollar value, aggregate sales to date for each customer, customer savings and other such information as requested by Jefferson County Purchasing Division. Excel and PDF are the preferred electronic media for these reports. Failure to provide the requested reports will be deemed as an event of default.

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**Jefferson County Commission
Purchasing Division**



716 Richard Arrington Jr. Blvd N., Room 830, Birmingham, AL 35203-0009

Office: 205.325-5381

Fax: 205-204-4034

www.paca.jccal.org

Michael Matthews, Purchasing Agent, Ph.D., C. P. M.
Ericka Andrew, Principal Buyer
Dominique Andrews, Buyer

Date: 12/20/2024
ITB No: 27– 25

JEFFERSON COUNTY COMMISSION REQUIRED FORMS



Jefferson County Commission Purchasing Division



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Date: 12/20/2024
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Bid Form – Road Milling Services (Bidder must use this form. Fill in all spaces.)

A BID BOND OR CASHIER'S CHECK IN THE AMOUNT OF 5% OF BID MUST ACCOMPANY.

THE DEPARTMENT HAS A ESTIMATED BUDGET AT \$300,000 ANNUALLY/BIDDERS MUST PROVIDE A \$10,000 BID BOND.

BIDS SUBMITTED WITHOUT THE BID BOND WILL NOT BE CONSIDERED.

The undersigned Bidder agrees he will contract with the County to provide all necessary labor, supervision, machinery, tools, apparatus, and other means of construction to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take in full payment the amount set forth hereon.

PAY ITEM	DESCRIPTION	UoM	UNIT PRICE
408A051	Planning Existing Pavement (Approx. 0.00" Thru 1.0" Thick) (< 1,000 Sq. Yd.)	Sq. Yd	
408A051	Planning Existing Pavement (Approx. 0.00" Thru 1.0" Thick) (1,000 – 5,000 Sq. Yd.)	Sq. Yd	
408A051	Planning Existing Pavement (Approx. 0.00" Thru 1.0" Thick) (5,001 – 10,000 Sq. Yd.)	Sq. Yd	
408A051	Planning Existing Pavement (Approx. 0.00" Thru 1.0" Thick) (> 10,000 Sq. Yd.)	Sq. Yd	
408A052	Planning Existing Pavement (Approx. 1.10" Thru 2.0" Thick) (< 1,000 Sq. Yd.)	Sq. Yd	
408A052	Planning Existing Pavement (Approx. 1.10" Thru 2.0" Thick) (1,000 – 5,000 Sq. Yd.)	Sq. Yd	
408A052	Planning Existing Pavement (Approx. 1.10" Thru 2.0" Thick) (5,001 – 10,000 Sq. Yd.)	Sq. Yd	
408A052	Planning Existing Pavement (Approx. 1.10" Thru 2.0" Thick) (> 10,000 Sq. Yd.)	Sq. Yd	
408A053	Planning Existing Pavement (Approx. 2.10" Thru 3.0" Thick) (< 1,000 Sq. Yd.)	Sq. Yd	
408A053	Planning Existing Pavement (Approx. 2.10" Thru 3.0" Thick) (1,000 – 5,000 Sq. Yd.)	Sq. Yd	
408A053	Planning Existing Pavement (Approx. 2.10" Thru 3.0" Thick) (5,001 – 10,000 Sq. Yd.)	Sq. Yd	
408A053	Planning Existing Pavement (Approx. 2.10" Thru 3.0" Thick) (> 10,000 Sq. Yd.)	Sq. Yd	
408A054	Planning Existing Pavement (Approx. 3.10" Thru 4.0" Thick) (< 1,000 Sq. Yd.)	Sq. Yd	
408A054	Planning Existing Pavement (Approx. 3.10" Thru 4.0" Thick) (1,000 – 5,000 Sq. Yd.)	Sq. Yd	
408A054	Planning Existing Pavement (Approx. 3.10" Thru 4.0" Thick) (5,001 – 10,000 Sq. Yd.)	Sq. Yd	
408A054	Planning Existing Pavement (Approx. 3.10" Thru 4.0" Thick) (> 10,000 Sq. Yd.)	Sq. Yd	
408A055	Planning Existing Pavement (Approx. 4.10" Thru 5.0" Thick) (< 1,000 Sq. Yd.)	Sq. Yd	
408A055	Planning Existing Pavement (Approx. 4.10" Thru 5.0" Thick) (1,000 – 5,000 Sq. Yd.)	Sq. Yd	
408A055	Planning Existing Pavement (Approx. 4.10" Thru 5.0" Thick) (5,001 – 10,000 Sq. Yd.)	Sq. Yd	
408A055	Planning Existing Pavement (Approx. 4.10" Thru 5.0" Thick) (> 10,000 Sq. Yd.)	Sq. Yd	

NAME OF YOUR COMPANY _____



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Ericka Andrew, Principal Buyer
Dominique Andrews, Buyer

Date: 12/20/2024
ITB No: 27- 25

Bid Form – cont'd Road Milling Services (Bidder must use this form. Fill in all spaces.)

PAY ITEM	DESCRIPTION	UoM	UNIT PRICE
408A056	Planning Existing Pavement (Approx. 5.10" Thru 6.0" Thick) (< 1,000 Sq. Yd.)	Sq. Yd	
408A056	Planning Existing Pavement (Approx. 5.10" Thru 6.0" Thick) (1,000 - 5,000 Sq. Yd.)	Sq. Yd	
408A056	Planning Existing Pavement (Approx. 5.10" Thru 6.0" Thick) (5,001 - 10,000 Sq. Yd.)	Sq. Yd	
408A056	Planning Existing Pavement (Approx. 5.10" Thru 6.0" Thick) (> 10,000 Sq. Yd.)	Sq. Yd	
408A057	Planning Existing Pavement (Approx. 6.10" Thru 7.0" Thick) (< 1,000 Sq. Yd.)	Sq. Yd	
408A057	Planning Existing Pavement (Approx. 6.10" Thru 7.0" Thick) (1,000 - 5,000 Sq. Yd.)	Sq. Yd	
408A057	Planning Existing Pavement (Approx. 6.10" Thru 7.0" Thick) (5,001 - 10,000 Sq. Yd.)	Sq. Yd	
408A057	Planning Existing Pavement (Approx. 6.10" Thru 7.0" Thick) (> 10,000 Sq. Yd.)	Sq. Yd	
408A058	Planning Existing Pavement (Approx. 7.10" Thru 8.0" Thick) (< 1,000 Sq. Yd.)	Sq. Yd	
408A058	Planning Existing Pavement (Approx. 7.10" Thru 8.0" Thick) (1,000 - 5,000 Sq. Yd.)	Sq. Yd	
408A058	Planning Existing Pavement (Approx. 7.10" Thru 8.0" Thick) (5,001 - 10,000 Sq. Yd.)	Sq. Yd	
408A058	Planning Existing Pavement (Approx. 7.10" Thru 8.0" Thick) (> 10,000 Sq. Yd.)	Sq. Yd	
408A059	Planning Existing Pavement (Approx. 8.10" Thru 9.0" Thick) (< 1,000 Sq. Yd.)	Sq. Yd	
408A059	Planning Existing Pavement (Approx. 8.10" Thru 9.0" Thick) (1,000 - 5,000 Sq. Yd.)	Sq. Yd	
408A059	Planning Existing Pavement (Approx. 8.10" Thru 9.0" Thick) (5,001 - 10,000 Sq. Yd.)	Sq. Yd	
408A059	Planning Existing Pavement (Approx. 8.10" Thru 9.0" Thick) (> 10,000 Sq. Yd.)	Sq. Yd	
408A060	Planning Existing Pavement (Approx. 9.10" Thru 10.0" Thick) (< 1,000 Sq. Yd.)	Sq. Yd	
408A060	Planning Existing Pavement (Approx. 9.10" Thru 10.0" Thick) (1,000 - 5,000 Sq. Yd.)	Sq. Yd	
408A060	Planning Existing Pavement (Approx. 9.10" Thru 10.0" Thick) (5,001 - 10,000 Sq. Yd.)	Sq. Yd	
408A060	Planning Existing Pavement (Approx. 9.10" Thru 10.0" Thick) (> 10,000 Sq. Yd.)	Sq. Yd	

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Dominique Andrews, Buyer

Date: 12/20/2024
ITB No: 27- 25

Bid Form – cont'd Road Milling Services (Bidder must use this form. Fill in all spaces.)

PAY ITEM	DESCRIPTION	UoM	UNIT PRICE
408A061	Planning Existing Pavement (Approx. 11.10" Thru 12.0" Thick) (< 1,000 Sq. Yd.)	Sq. Yd	
408A061	Planning Existing Pavement (Approx. 11.10" Thru 12.0" Thick) (1,000 - 5,000 Sq. Yd.)	Sq. Yd	
408A061	Planning Existing Pavement (Approx. 11.10" Thru 12.0" Thick) (5,001 - 10,000 Sq. Yd.)	Sq. Yd	
408A061	Planning Existing Pavement (Approx. 11.10" Thru 12.0" Thick) (> 10,000 Sq. Yd.)	Sq. Yd	
408A062	Planning Existing Pavement (Approx. 12.10" Thru 13.0" Thick) (< 1,000 Sq. Yd.)	Sq. Yd	
408A062	Planning Existing Pavement (Approx. 12.10" Thru 13.0" Thick) (1,000 - 5,000 Sq. Yd.)	Sq. Yd	
408A062	Planning Existing Pavement (Approx. 12.10" Thru 13.0" Thick) (5,001 - 10,000 Sq. Yd.)	Sq. Yd	
408A062	Planning Existing Pavement (Approx. 12.10" Thru 13.0" Thick) (> 10,000 Sq. Yd.)	Sq. Yd	
408A063	Planning Existing Pavement (Approx. 13.10" Thru 14.0" Thick) (< 1,000 Sq. Yd.)	Sq. Yd	
408A063	Planning Existing Pavement (Approx. 13.10" Thru 14.0" Thick) (1,000 - 5,000 Sq. Yd.)	Sq. Yd	
408A063	Planning Existing Pavement (Approx. 13.10" Thru 14.0" Thick) (5,001 - 10,000 Sq. Yd.)	Sq. Yd	
408A063	Planning Existing Pavement (Approx. 13.10" Thru 14.0" Thick) (> 10,000 Sq. Yd.)	Sq. Yd	
408A075	Planning Existing Pavement (Approx. 10.10" Thru 11.0" Thick) (< 1,000 Sq. Yd.)	Sq. Yd	
408A075	Planning Existing Pavement (Approx. 10.10" Thru 11.0" Thick) (1,000 - 5,000 Sq. Yd.)	Sq. Yd	
408A075	Planning Existing Pavement (Approx. 10.10" Thru 11.0" Thick) (5,001 - 10,000 Sq. Yd.)	Sq. Yd	
408A075	Planning Existing Pavement (Approx. 10.10" Thru 11.0" Thick) (> 10,000 Sq. Yd.)	Sq. Yd	
408B000	Micro-Milling Existing Pavement (Approximately 0.00" Thru 1.00" Thick)	Sq. Yd	
408B001	Micro-Milling Existing Pavement (Approximately 1.10" thru 2.00" Thick)	Sq. Yd	

NAME OF YOUR COMPANY _____



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Michael Matthews, Purchasing Agent, Ph.D., C. P. M.
Ericka Andrew, Principal Buyer
Dominique Andrews, Buyer

Date: 12/20/2024
ITB No: 27- 25

Bid Form – cont'd Road Milling Services (Bidder must use this form. Fill in all spaces.)

Exact Transportation Charges, if any.....\$ _____

Total Amount of Bid.....\$ _____

Total Amount Bid Written in Words: _____

Delivery is guaranteed not later than _____ days after order date.

Attach a letter stating differences between County specifications and specifications of item(s) offered.

MAXIMUM DISCOUNT

Guaranteed maximum discount available if contract is renewed for 2nd year _____%

Guaranteed maximum discount available if contract is renewed for 3rd year _____%

All provisions of this Invitation are accepted by bidder as part of any contract or purchase resulting therefrom.

Amount Written in Words. This bid will be awarded based upon the total amount bid **as written in words**. Where there is a discrepancy between words and figures, WORDS WILL GOVERN. Where there is a discrepancy between item unit price and extended total, UNIT PRICE WILL GOVERN.

Please check your calculations before submitting your bid; the County will not be responsible for Bidder miscalculations.

Maximum Completion or Delivery Time: _____ Days from receipt of order or notice to proceed.

The bidder shall complete the following required information:

1. **All or None Offer.** Is this bid offered on an all or none basis? _____(Yes/No)
2. **Delivery.** Delivery time after receipt of order:_____ days. Delivery will be made via (check applicable means of delivery): ___ Bidder's Truck ___ Commercial Truck
___ Train ___ Sea ___ Air
3. **Service Facility.** Maximum location of service facility from the County:
 - a. Indicate the distance in miles from the County where the service facility is located: _____.
 - b. Give the exact addresses of the service facilities(s):

NAME OF YOUR COMPANY _____



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Term Of Offer. It is understood and agreed that this bid may not be withdrawn for a period of **ninety- (90) days** from the Bid Submittal Deadline, and at no time in case of successful Bidder.

Bidder's Acknowledgement Of His Understanding Of The Terms and Conditions. Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.

Bidder hereby acknowledges receipt of Addenda Number(s) __, __, __, and __.

Representations Made Under Penalty of Perjury. The representations herein are made under penalty of perjury. We hereby offer to sell the County the above item(s) at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

Bidder Name (Person, Firm, Corp.)

Signature of Authorized Representative

Address

Name of Authorized Representative

City, State, Zip Code

Title of Authorized Representative

Telephone Number

Facsimile Number



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Date: 12/20/2024
ITB No: 27– 25

PROPOSED EQUIPMENT AND MATERIAL MANUFACTURERS

Bidder shall indicate the name of the manufacturer of the equipment, and supplier of the material, proposed to be furnished under the contract. Awarding of a contract based on this bid will not imply approval by the County of the manufacturers or suppliers listed by the Bidder. No substitution will be permitted after award of contract except upon written approval of the County.

_____ Bid No. **27-25**
Bidder Name

Equipment or Materials	Manufacturer	Supplier
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



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Date: 12/20/2024
ITB No: 27- 25

NOTIFICATION OF INTENT TO RESPOND
Reference ITB # 27-25
“ROAD MILLING SERVICES”

(Return signed statement no later than **FRIDAY, JANUARY 3RD, 2025 BY 5:00 P.M.**)

- () On behalf of myself/my firm/institution, I hereby certify that I/we intend to submit a response.
- () On behalf of myself/my firm/institution, I hereby certify that I/we **do not** intend to submit a response.

Authorized Signature

Individual/Institution/Firm

Title

Date

NOTE

You may email the form attention to: Ericka Andrew, Principal Buyer at procurementservices@jccal.org.



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NON-COLLUSION AFFIDAVIT

I, _____, an authorized agent/representative of _____ attest that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham ITB, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham ITB, or that anyone shall refrain from proposing; that the Bidder has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the ITB of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the ITB price or of that of any Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the ITB are true; and further, that the Bidder has not, directly or indirectly, submitted his/her ITB price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, ITB depository, or to any member or agent thereof, to effectuate a collusive or sham ITB.

I, the undersigned, hereby certify that I have read and understand this Non-Collusion Affidavit and guarantee complete compliance with all the terms, conditions and stipulations.

Subscribed and Sworn to
Before me this _____ day
of _____ 20____.

BY _____
Authorized Signature of Bidder Date

Print or Type Name of Bidder

Notary Public of
My Commission expires



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AFFIDAVIT OF CONTRACTOR

Alabama Act 2011-535

I affirm the following:

1. I will not knowingly employ, hire for employment, or continue to employ an unauthorized alien; and,
2. I affirm that the below listed Business Organization is enrolled in the E-Verify program, that the Business Organization listed below will remain enrolled in the E-Verify program during the term of the contract and that every employee that is required to be verified will be verified according to the applicable federal rules and regulations; and
3. I acknowledge that §9(e) Alabama Act 2011-535 authorizes the County to terminate this contract for a first violation of §9(a) of said Act and requires the County to terminate this contract for a second violation of §9(a) of said Act.

Printed Name of Contract (or Authorized Representative)

Title

Signature of Contract (or Authorized Representative)

Date Signed

Name of Business Entity

Phone Number

State of _____

County of _____

Sworn to and subscribed before me on this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____



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JEFFERSON COUNTY, ALABAMA EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM

Contractor/Vendor Name: _____

Address: _____

The Contractor acknowledges receipt of Jefferson County's Equal Employment Opportunity Contractor Compliance Administrative Order (attached hereto) and certifies that it is an equal opportunity employer and agrees to the requirements of the Policy and the Equal Employment Opportunity Clause therein. It further certifies that it will require all subcontractors to execute an Equal Employment Opportunity statement and certification of compliance in accordance with Jefferson County Administrative Order 08-4 as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.
3. The Contractor will include the provisions of paragraph (1) in every subcontract or purchase order.
4. The Contractor shall certify to the County its compliance with this policy prior to receipt of any contract or business with the County.

The Contractor will furnish to the County, upon request, reports, notices, policies and/or information certifying compliance with this policy.

In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

Date

Signature

Title



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STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9

By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Printed Name Authorized Representative

Title

Signature Authorized Representative

Date Signed

Name of Business



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DEBARMENT STATEMENT

**CERTIFICATION REGARDING DEBARMENT, SUSPENSIONS, AND OTHER RESPONSIBILITY
MATTERS**

(Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

Bidder/Offeror certifies to the best of its knowledge and belief, that it and its principals:

- (a) ☐ Are ☐ are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) ☐ Have ☐ have not within a three-year period preceding award of this contract been convicted of or had civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) ☐ Are ☐ are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission on any of the offenses enumerated in Paragraph (b) above; and
- (d) ☐ Have ☐ have not within a three-year period preceding award of this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.

Vendor Authorized Signature

Date

Typed or Printed Name

Solicitation Number



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SUBCONTRACTORS LIST

Subcontractor Information. Does this proposal include the use of subcontractors?

Yes _____ No _____ Initials _____

Company Name of Bidder

Mailing Address (PO Box or street)

(Agency), State, and Zip Code

Name of Authorized Representative

Signature Title

Type of Business (Corp, Partnership, Sole Proprietorship)

Telephone Number

Facsimile Number

The following is a list of the subcontractors that will be used in the work if the Bidder is awarded the contract, and no subcontractor not listed below will be used without the written approval of the (Name of Agency). Additional numbered pages outlining this portion of the bid may be attached to this page. **NOTE: Subcontractors' address, telephone number, license numbers, class and expiration date information may be omitted from this form but must then be submitted within two (2) working days following the opening of bids. Subcontractor name, location, and item of work must be stated at the time of the bid.**

SUBCONTRACTORS LIST, Page 1		
All Subcontractors in excess of 1/2 of 1% of total bid must be listed.		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ()
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ()



**Jefferson County Commission
Purchasing Division**



716 Richard Arrington Jr. Blvd N., Room 830, Birmingham, AL 35203-0009 Office: 205.325-5381 Fax: 205-204-4034 www.paca.jccal.org

Michael Matthews, Purchasing Agent, Ph.D., C. P. M.
Ericka Andrew, Principal Buyer
Dominique Andrews, Buyer

Date: 12/20/2024
ITB No: 27– 25

**EXPERIENCE STATEMENT
To Be Submitted With Bid**

List at least three references for work of a similar nature performed within the last three years.

I hereby certify that I have performed the work listed below.

Signature of Bidder

Description	Yr.	Amt.	Customer	& Telephone
_____	_____	\$ _____	_____	(____) _____
_____	_____	\$ _____	_____	(____) _____
_____	_____	\$ _____	_____	(____) _____
_____	_____	\$ _____	_____	(____) _____
_____	_____	\$ _____	_____	(____) _____
_____	_____	\$ _____	_____	(____) _____

NAME OF YOUR COMPANY _____



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SIGNATURE PAGE

The Jefferson County Commission, or its Agent, shall have the right to waive any informality or irregularity. Under certain limited conditions, the Purchasing Department may apply a local preference option in determining the low bid for purchases of personal property.

All provisions of this Invitation are accepted by the bidder as part of any contract or purchase resulting therefrom.

Date: _____ Company Name: _____ Web Address: _____

Terms: _____ Address: _____ City: _____

County: _____ State: _____ Zip: _____ Phone: (____) _____

If Jefferson County Business License were issued to your company for the past twelve (12) months, please list numbers. _____

Vendor's Federal I.D. Number:

I certify that _____ has _____ has not _____ been in operation for one year at
(Company Name) (Check one)
location(s) zoned for the type of business conducted by my company at the address stated above.
DUNS #: _____

(Authorized Signature)

(Print Name)

(E-Mail Address)

Toll Free Phone: _____ Fax Number: _____

Return original bid in enclosed envelope. The authorized signature of the bidder **must be in ink.**

Bids received in our office after the specified date and hour will not be considered.

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

1. BID AWARD NOTICE ADDRESS
2. PURCHASE ORDER ADDRESS
3. REMITTANCE ADDRESS (AND NAME IF DIFFERENT THAN ABOVE)