



MADISON COUNTY COMMISSION
Finance Department
100 Northside Square
Room 700
Huntsville, AL 35801

INVITATION TO BID

Bid Issue Date	Bid Number	Bid Title	Bid Opening Date and Time
03/17/2022	2022-31	Building Kit for Madison County District Six Pole Barn	03/31/2022 2:00 PM

Please submit a sealed bid of the items listed herein (faxed bids will not be accepted). Bid submissions shall be addressed to Madison County Purchasing; 100 Northside Square, 7th Floor; Huntsville, AL 35801. Bids will be accepted until the date and time shown above, at which time the bids will be publicly opened and read.

The Madison County Commission reserves the right to award this bid on an all-or-none or item by item basis, to refuse all bids, and to waive technicalities.

Technical questions should be directed to Kelvin Richardson at krichardson@madisoncountyal.gov

Procurement questions should be directed to Jennie Weatherly at jweatherly@madisoncountyal.gov

Vendor Name must show on envelope along with the bid number and opening date.

Each numbered bid must be in a separate envelope.

All documents submitted to Madison County will be subject to Alabama's Open Records Laws (Code of Alabama, Title 36-12-40 and 41, as last amended). Due to the provisions of the Open Records Laws and the Competitive Bid Laws, the Madison County Commission cannot assure any Bidder that any information submitted with the bid, even though marked "Proprietary" will not be open to public inspection and copying.

Terms of payment _____

I hereby affirm that I have not been in any agreement or collusion among vendors or prospective vendors in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

COMPANY NAME: _____

THIS BID MUST BE NOTARIZED.

SIGNATURE NAME: _____

Subscribed and sworn to before

PRINT NAME: _____

Me this _____ day of
_____ 20 ____.

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Notary Public

PHONE #: _____ FAX #: _____

Purchasing Department

EMAIL ADDRESS: _____

Madison County Commission

Awarding Authority

Date: 03/17/2022

FEDERAL ID #: _____

TABLE OF CONTENTS

1. INTRODUCTION..... 4

 1.1 SCOPE OF WORK SUMMARY 4

 1.2 DEFINITIONS..... 4

 1.3 CONTACT INFORMATION..... 4

2. GENERAL TERMS AND CONDITIONS 4

 2.1 INTERPRETATIONS 4

 2.2 ADDENDA..... 4

 2.3 BID AWARD 4

 2.4 LOCAL PREFERENCE 5

 2.5 BID OPENINGS..... 5

 2.6 SPECIFICATIONS..... 5

 2.7 WARRANTY 5

 2.8 INVOICING 5

 2.9 CONTRACT ASSIGNMENT 6

 2.10 INSURANCE REQUIREMENTS..... 6

 2.11 HOLD HARMLESS 7

 2.12 TERMINATION..... 7

3. BIDDER INSTRUCTIONS..... 8

 3.1 SUBMISSION OF BIDS 8

 3.2 LATE BIDS 8

 3.3 BID PREPARATION EXPENSES 9

 3.4 RIGHT TO REJECT BIDS..... 9

 3.5 EXCEPTIONS 9

APPENDICES

 APPENDIX A SCOPE OF WORK AND RELATED INFORMATION 10

 APPENDIX B BIDDER PRICING FORM..... 11

 APPENDIX C UNAUTHORIZED ALIENS AFFIDAVIT 12

 APPENDIX D SWORN AFFIDAVIT OF EMPLOYER REGARDING
UNAUTHORIZED ALIENS..... 13

 APPENDIX E SWORN AFFIDAVIT OF SUBCONTRACTOR REGARDING
UNAUTHORIZED ALIENS..... 14

1. INTRODUCTION

1.1 SCOPE OF WORK SUMMARY.

Madison County “The County” is requesting sealed bids for materials and engineer stamped drawings for a pole barn to be constructed at Madison County District Six. See Appendix A for detailed specifications.

1.2 DEFINITIONS

“County”	Madison County, Alabama
“Contract”	The agreement between the County and the Bidder chosen by the County pursuant to the ITB. The contract shall include this ITB and the selected Bid.
“Bid”	The response to this ITB submitted by a bidder.
“Bidder”	A person or entity submitting a response to this ITB.
“ITB”	This Invitation to Bid, and all addenda, appendices and attachments.

1.3 CONTACT INFORMATION.

All technical questions regarding this invitation to bid must be directed to the contacts listed on the cover of this ITB or in Appendix A.

Procurement questions regarding this bid should be directed to Jennie Weatherly at: jweatherly@madisoncountyal.gov.

2. GENERAL TERMS & CONDITIONS

2.1 INTERPRETATIONS.

The County will not be responsible for the Bidder’s misunderstanding of the scope of work or any terms and conditions of this invitation to bid. The County will not be responsible for oral interpretations of this ITB. Bidder’s questions and/or comments concerning lack of clarity, defects and questionable or objectionable material in the ITB must be submitted in writing to the contacts noted in section 1.3.

2.2 ADDENDA

Bidders must periodically check the Madison County website for any addenda issued for this procurement. Madison County will not be responsible for a bidder's failure to acquire any addenda issued. All bidders will be responsible for downloading any addenda at <https://www.madisoncountyal.gov/departments/purchasing-department/current-bids>.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form (Appendix B). Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

2.3 BID AWARD

The County reserves right to award this bid on an all-or-none or item by item basis, to refuse all bids, and to waive technicalities

The successful vendor will receive written notification of award upon approval of the Madison County Commission. Madison County will notify bidder(s) about the need to execute contract documents and provide other documentation as needed or required.

2.4 LOCAL PREFERENCE

The County may choose to utilize a local preference for the award of a contract for items of personal property or services as provided by and in accordance with §41-16-50 of the Code of Alabama (1975). A local preference is not to applicable to the award of a contract funded by federal grant.

2.5 BID OPENINGS

All bid openings are open to the public and will be held at the Madison County Courthouse, Purchasing Department, 100 Northside Square, 7th Floor, Huntsville, AL 35801 on the date and time specified on the cover of this invitation to bid.

2.6 SPECIFICATIONS

The specifications are provided to potential bidders as guidelines that describe the type and quality of the commodity being procured. The bidder must indicate compliance or list exceptions to each specification. Failure to comply could cause rejection for the bid.

The name of a certain brand, make, model, or manufacturer is to denote desired quality. The Bidder shall point out in detail any and all deviations from the specifications on the Bid Form.

2.7 WARRANTY

The bidder shall assume full responsibility for warranty of all components of the product(s) being procured. The warranty information shall be provided with the Bid. The manufacturer's standard warranty shall be furnished.

2.8 INVOICING

All invoices submitted to Madison County as a result of this bid must include the following information as it is applicable to the project:

- Contractor name and address
- Date of work performed
- Description of Work
- Who performed the work, their job classification, number of hours worked, hourly labor rate and total labor rate charged
- Unit price
- Extended price
- The total amount being invoiced
- The Bid Number (Bid 2022-31)

Invoices shall not include any fees, warranties, and charges other than the prices quoted in the bidder pricing form. No surcharges (i.e. fuel surcharges, restocking, etc.) shall be added to invoices as an additional line item.

Madison County reviews each invoice prior to submitting invoices for payment. Invoices that do not include the above information may be returned to the awarded vendor for correction. Madison County must be able to verify that the items or services purchased are being purchased at bid pricing.

2.9 CONTRACT ASSIGNMENT

No assignment of any Contract resulting from this Invitation to Bid shall occur without written consent from Madison County Commission. Acceptance of any subcontractor by Madison County shall not release any responsibility and or liability under the Contract.

2.10 INSURANCE REQUIREMENTS

The Bidder/consultant shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the bid specifications. General Liability Coverage and Owners Contractors Protective Insurance should be written by the same insurance company.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after Madison County’s approval.

Commercial General Liability:

- Products and Completed Operations
- Contractual
- Personal Injury
- Explosion Collapse and Underground
- Broad Form Property Damage

2. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

3. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by an employee in the scope of employment. Protection shall be provided by a commercial insurance company, or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

4. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

- \$ 1,000,000 General Aggregate Limit
- \$ 1,000,000 Products – Completed Operations Aggregate
- \$ 1,000,000 Personal & Advertising Injury
- \$ 1,000,000 Each Occurrence

2. Professional Liability:

Insurance may be made on a "claims-made" basis.

- \$ 500,000 Per Claim – Land Surveyors
- \$ 1,000,000 Per Claim – Other Professionals

3. Automobile Liability

\$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

4. Workers' Compensation

As required by the State of Alabama Statute.

5. Employers Liability:

- \$ 1,000,000 Bodily Injury by Accident or Disease
- \$ 1,000,000 Policy Limit by Disease

C. VERIFICATION OF COVERAGE:

Madison County shall be indicated as a certificate holder, and the bidder shall provide Madison County with Certificates of Insurance reflecting the coverage required by this document.

2.11 HOLD HARMLESS

The Bidder agrees that they shall indemnify, defend and hold Madison County and Madison County's officials, agents, employees, contractors and other representatives ("The Indemnified Parties") harmless from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and the costs and expenses incidental thereto (including but not limited to reasonable attorneys' fees), asserted against or incurred by any of the Indemnified Parties which is directly or indirectly caused, in whole or in part, by, or arises out of, or is related to or in any connection to the requirements of any agreement resulting from this invitation to bid.

2.12 TERMINATION

The County reserves the right to terminate, without cause, any award made as a result of this Bid solicitation by providing a thirty (30) day letter of cancellation notification to the successful bidder.

3. BIDDER INSTRUCTIONS

3.1 SUBMISSION OF BIDS

Sealed bids must be clearly marked with the Vendor Name, bid number, and opening date. Each numbered bid must be in a separate envelope. The bid must be received by the bid opening date and time specified on the cover page of this invitation to bid.

The submissions shall be addressed to Madison County Purchasing; 100 Northside Square, 7th Floor; Huntsville, AL 35801.

Bidders must submit an original and one (1) copy of its bid. Incomplete and/or irregular bids may be subject to rejection.

No oral, telephonic, facsimile, e-mailed modifications or alternate bids will be considered. Bids from firms, individuals, or the same owners of separate companies submitting more than one bid will not be considered.

All bidders must use the bid forms in this ITB and provide all required documents. All bids shall be typed or handwritten in ink on the on the form(s) provided and required by the County. Bids prepared in pencil will not be accepted. All corrections shall be initialed and dated by the person authorized to sign bids. All Bids must be signed by officials of the company duly authorized to bind the company. Any bid submitted without being signed will be automatically rejected.

The following forms must be submitted with the bid package:

- a) **Invitation to Bid Response Form** (included in bid packet)- must be completed in its entirety, signed by an authorized agent of the company and notarized. Bid forms that are not signed will be disqualified. All submissions must be printed or written in ink.
- b) **Bid Detail Form** (if included in bid packet) – must be signed by person completing form.
- c) **Business License** – a copy of a current City of Huntsville business and Madison County Business License, if required by law, and shall be current on payment of all city and county sales taxes. If vendor is not required to have a City of Huntsville Business License or a Madison County Business License, vendor must specify why a license is not required.
- d) **Sworn Affidavit of Employer Regarding Unauthorized Aliens** (included in bid packet)
- e) **Sworn Affidavit of Subcontractor Regarding Unauthorized Aliens** (included in bid packet)
- f) **E-Verify Memorandum of Understanding** (This is provided at the time of which the vendor enrolled/will enroll in the E-Verify Program on the E-Verify website)
- g) **Certificate of Insurance**
- h) **Completed W-9**

3.2 LATE BIDS.

The County will not be responsible in the event the U.S. Postal Service, or any other courier system fails to deliver the bid response by the deadline stated in the bid request. Any bid received after the opening date and time will not be considered.

3.3 BID PREPARATION EXPENSES.

Bidders are responsible for all bid preparation expenses incurred in the development and submission of their bids. The County assumes no obligation for any expenses incurred by the Bidder as a result of the issuance of this ITB, the preparation or submission of a bid, the evaluation of a bid, or the selection of the successful Bidder(s).

3.4 RIGHT TO REJECT BIDS

The County reserves the right to reject any part of any Bid, to waive minor defects or technicalities, or to refuse all bids, as deemed necessary and in the best interest of the County. Bidders must comply with all the terms of the ITB and all applicable local, state and federal laws, codes and regulations.

If a Bidder does not comply with the requirements in this ITB, the County may determine the Bidder to be non-responsive and may reject the Bid.

A bid that is not accompanied by data required by the Bid Documents, or a bid which is in any way incomplete, may be rejected. Any bid which contains any uninitiated alterations or erasures, or any bid which contains any additions, alternate bids, or conditions not called for, or any other irregularities of any kind, will be subject to rejection. Bids may also be rejected for any of (but not limited to) the following causes:

- a) Failure to utilize bid forms provided by Madison County.
- b) Failure of non-enrollment of E-Verify and required documentation.
- c) Lack of signature on all notarized document(s) by authorized representative on the bid forms.
- d) Failure to properly complete the bid.
- e) Evidence of collusion among bidders.
- f) Unauthorized alteration of bid/proposal form.
- g) Failure to submit other forms and documents as required.

3.5 EXCEPTIONS

Any exceptions to these conditions or deviations from the specifications must be submitted in writing and attached to the bid form.

APPENDIX A – SCOPE OF WORK AND RELATED INFORMATION

Building Kit for Madison County District Six Pole Barn

Madison County is seeking bids for engineer stamped drawings and the materials to construct a 40x112x14 Pole Barn at Madison County District Six. Materials shall be delivered to the site of the pole barn construction. Materials shall be delivered within 90 days of order placement.

SCOPE OF WORK

The County intends to establish a contract with a Contractor who has the ability, labor, materials and equipment to provide engineer stamped drawings and a complete building kit to construct a 40x112x14 Pole Barn.

Concrete slab and all labor for the construction of the pole barn will be done by Madison County.

The awarded vendor shall provide a complete kit of all materials needed to construct the pole building.

RESPONSIBILITY

The Bidder shall be actively engaged in work of the nature of the project for which bid is submitted as described in the bid specifications and shall have adequate equipment and personnel to do the work.

Contractor shall be in compliance with applicable local, state, and federal laws and regulations during the performance of the contract.

The successful Contractor must have in place and provide proof of, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement.

The vendor(s) will take adequate precautions to protect all surfaces, equipment, and property of Madison County.

The awarded vendor shall inspect items upon delivery to Madison County to confirm all items are in good condition, free of damage, and that all requested items have been delivered. Any damaged or missing items shall be replaced as soon as possible at the vendor's expense.

The vendor shall coordinate the delivery with the appropriate Madison County District Six representative.

APPENDIX B - BIDDER PRICING FORM

Bid # 2022-31 Building Kit for Madison County District Six Pole Barn			
Description		Unit Price	Extended Price
18	6x6x20 Wooden Posts	\$	\$
46	2x4x16 bracing	\$	\$
72	quic crete 4 per post	\$	\$
9	40' truss with knee 2x2 angle	\$	\$
260	2x6x14 syp#1 roof purlin	\$	\$
76	276 29g galvalume roof	\$	\$
13	ridge	\$	\$
10	rake	\$	\$
26	drip edge	\$	\$
14	1 1/2 roof screws	\$	\$
8	2x6x14tr wall purlin	\$	\$
40	2x6x14 wall purlin	\$	\$
38	168 wall metal 29 g galv	\$	\$
8	corners	\$	\$
5	1 1/2 screws	\$	\$
1	cdc	\$	\$
Total Bid Amount:			\$

How long will you honor your bid price? _____

The Bidder acknowledges receipt of the following addenda, if applicable: _____

APPENDIX C - UNAUTHORIZED ALIENS AFFIDAVIT

EACH VENDOR SUBMITTING A BID MUST COMPLETE AND SUBMIT WITH ITS BID THE FOLLOWING STATEMENT

STATE OF ALABAMA
MADISON COUNTY

VERIFIED STATEMENT REGARDING UNAUTHORIZED ALIENS

The undersigned hereby certifies, under oath, in regard to the performance of the services or for the supply of materials or things described in this Invitation for Bid, that:

(A) it has conducted a verification, pursuant to all federal and state laws, of all the employees who will perform work on the Madison County Commission contract or work on the materials or things supplied to the Madison County Commission in response to this Invitation for Bid to insure that no unauthorized aliens will be employed to perform Madison County Commission work or supply materials or things to the Madison County Commission,
and

(B) to the best of their knowledge and belief, it is not employing or otherwise using unauthorized aliens to provide services, materials or things to the Madison County Commission.

The undersigned agrees:

1. it will verify that whether an employee is an unauthorized alien by inspecting such documents as are designated by Federal Law. For contracts in excess of \$100,000.00, in any twelve (12) month period of time, the contractor or supplier shall certify to the Commission that it has and will verify, to the extent allowable by Federal Law, by using the Federal E-Verify program, that no unauthorized aliens are utilized in providing services, materials or things to the Commission;

2. upon request, it will certify to the Commission, under oath by an officer or a management level employee, that it has verified to the extent allowable under Federal Law that named or otherwise described employees utilized in providing services, materials or things to the Commission are not unauthorized aliens;

3. upon determination by any appropriate Federal Agency that an employee is an unauthorized alien, the undersigned shall terminate the unauthorized alien's employment.

4. if the undersigned fails to terminate an employee determined to be an unauthorized alien by the Federal government or fails to provide the verification described above, the Madison County Commission may terminate the contract for the performance of services, materials or things pursuant to Madison County, Alabama, Policy Regarding The Employment of Unauthorized Aliens by Contractors and Suppliers.

The requirements and obligations of this Policy and Statement shall be interpreted and implemented in a manner consistent with all Federal and State Laws. If any provision of this Policy or Statement is declared invalid or in conflict with Federal or State Laws, such invalidly or conflict shall not affect the other provisions of this Policy or Statement which can be given effect without the invalid provision. The provisions of this Policy and Statement are declared to be severable.

NAME:

BY:

Printed Name of Person Signing:

Position:

SWORN TO and subscribed before me on this the _____ day of _____, 20_____.

Notary Public

My Commission Expires:

APPENDIX D - SWORN AFFIDAVIT OF EMPLOYER REGARDING UNAUTHORIZED ALIENS

1. The undersigned hereby attests by this sworn affidavit signed before a notary that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

2. The undersigned hereby attests that it is enrolled in the Federal E-Verify program. A true and correct copy of the undersigned's fully executed Federal E-Verify Memorandum of Understanding is attached hereto.

3. The Federal E-Verify Memorandum of Understanding attached hereto is the operative Memorandum of Understanding under which the undersigned is currently participating in the Federal E-Verify Program.

4. This sworn affidavit is provided to comply with Alabama Act No. 2011-535, known as the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act."

Name:

By:

Printed Name:

Position:

STATE OF

COUNTY OF

I, the undersigned, Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of _____, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such _____ and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand this the ____ day of _____, 20 ____.

Notary Public

My Commission Expires: _____

APPENDIX E - SWORN AFFIDAVIT OF SUBCONTRACTOR REGARDING UNAUTHORIZED ALIENS

1. The undersigned subcontractor hereby attests by this sworn affidavit signed before a notary that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

2. The undersigned subcontractor hereby attests that it is enrolled in the Federal E-Verify program. A true and correct copy of the undersigned's fully executed Federal E-Verify Memorandum of Understanding is attached hereto.

3. The Federal E-Verify Memorandum of Understanding attached hereto is the operative Memorandum of Understanding under which the undersigned is currently participating in the Federal E-Verify Program.

4. This sworn affidavit is provided to comply with Alabama Act No. 2011-535, known as the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act."

Name: _____

By: _____

Printed Name: _____

Position: _____

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, Notary Public in and for said County in said State, hereby certify that

_____, whose name as _____ of _____, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such _____ and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand this the _____ day of _____, 20____.

Notary Public

My Commission Expires: _____