

**BID #WG19-01 SPECIFICATIONS**

All workmen and equipment shall be furnished by the Contractor.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

All bid prices will be on a firm-fixed price basis and are not subject to adjustments based on cost incurred.

**BID RESPONSE FORM**

Each supplier should use the Response Form provided for their bid. Exceptions to the bid specifications are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response Form.

**AWARD**

The bid will be awarded to the lowest responsible bidder complying with the conditions of the bid invitation provided that said bid is reasonable and is in the best interest of Baldwin County. These specifications shall be construed as minimum. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished. **NO BID WILL BE ACCEPTED WITHOUT PROOF OF INSURANCE.**

Successful bidder shall not assign this contract to any other party without prior written approval of the Baldwin County Commission. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

**It is the intent of the County to award to one vendor.**

**CONTRACT PERIOD**

**It is the intent of the Baldwin County Commission to award this contract for a twenty-four (24) month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for one (1) additional year (2020). The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2019 contract with its intent to extend the contract. The prices for 2019 shall also apply to the extension period(s).**

The Contract shall become commence immediately upon the same date as its full execution. It shall remain in full force and effective with firm fixed bid prices for the term of the contract. The County will issue purchase orders to the successful bidder as service is required. The successful bidder acknowledges by acceptance of the County purchase orders for awarded service that the bidder is bound to the terms, conditions and requirements as stated in this document.

**CONTACT PERSON**

Any questions concerning these specifications should be addressed to the Purchasing Manager, at 251-580-2520, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday in writing. Email address [wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov)

**PREPARATION OF BIDS**

Forms furnished, or copies thereof shall be used and strict compliance with requirement of the invitation, these instructions and the general specifications for the project are necessary. Special care should be exercised in the preparation of bids. Failure or

omission of any bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to this proposal or to the contract. The County shall make all such documents available to the bidders.

**BIDS FOR ALL OR PART**

The County reserves the right of awarding the contract in whole or in part, according to the best interest of the County.

**BIDDERS QUALIFICATIONS**

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted.

**LAWS AND REGULATIONS**

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

**COMPENSATION INSURANCE**

The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case of a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

**CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability, with limits not less than \$1,000,000.00, combined single limit, for bodily injury and property damage

liability for each occurrence, plus \$1,000,000.00 personal and advertising injury. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of acceptance of the work by the County or at the date of the final amounts owed the Contractor by the County, whichever occurs first.

**COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**

The contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000, combined single limit, for bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be names as additional insured.

**COUNTY'S PROTECTIVE LIABILITY INSURANCE**

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$1,000,000.00 each occurrence bodily injury and property damage, \$1,000,000.00 aggregate. Such policies shall name the Baldwin County Commission as an additional insured and shall contain an endorsement providing that the County will be given written notice not less than thirty (30) days prior to cancellation or change of coverage provided by said policies. Certificate of insurance must be presented to the County within 10 days of notice of award and prior to commencement of any work. Insurance shall be through companies authorized to do business in the State of Alabama.

**TRAFFIC CONTROL, SAFETY ITEMS**

Contractor shall erect all warning signs, and provide the appropriate personnel, if required, and all other items required to safely handle traffic through work area. Traffic Control Devices shall be provided by the Contractor. Traffic Control Devices provided must comply with the Manual for Uniform Traffic Control Devices (MUTCD), latest edition, and shall be the responsibility of the contractor.

**SAFETY STANDARDS AND ACCIDENT PREVENTION**

With respect to all work performed under this Contract, the Contractor shall: Comply with the safety standards provisions of applicable laws, building and construction codes as required by the Associated General Contractors of America, and the requirements of OSHA (Occupational Safety and Health Act). Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. The Contractor shall furnish and maintain sufficient and adequate danger signals, lights, barriers, etc., as necessary to prevent accidents and to protect the work site. These items are considered incidental and are considered as part of the Contract.

**CANCELLATION CLAUSE**

Baldwin County reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice.

**INDEMNITY AND HOLD HARMLESS PROVISION**

To the fullest extent allowed by law, Contractor shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Contractor. Contractor shall provide the County with proof of general liability coverage including the County as an additional insured. This indemnification shall survive the expiration or termination of this agreement.

**SCOPE OF WORK**

The scope of routine preventative maintenance and inspection of County owned generators shall include the following:

- Semi-annual routine maintenance service and inspection of each generator identified herein
- Annual full-load service/testing of each generator identified herein

The contract shall cover a period of two (2) years, with a minimum of four (4) visits per site during the contract. Visits shall be classified as an **Inspection or PM (Preventative Maintenance)**.

Visits shall include a qualified service technician with service vehicle and accompanied by a County representative.

The Contractor shall provide experienced personnel, applicable tools and equipment to perform the services specified herein. Routine maintenance and inspection services, as well as annual full-load service/testing, shall be performed in a timely manner and in accordance with the Generator Maintenance Checklist.

The routine inspections and servicing shall be scheduled in advance with the contact person for Baldwin County Commission.

All work shall be performed during normal business hours, Monday – Friday, 7:30 am – 3:30 pm. All invoices for services performed must be submitted directly to the Baldwin County Commission, 312 Courthouse Square, Suite 11, Bay Minette, AL 36507. All invoices are to be paid in full within 30 days after receipt.

**Inspections:**

The inspection shall include a thorough inspection of all belts, hoses, battery condition (fluid level, specific gravity) and cable connections, air cleaner, engine oil, jacket cooling water, block heater, complete fuel system including day tank, pump and lines, battery charger, control station gauges and switches, and exhaust system. Upon completion of inspection the unit shall be

operated **under load** (off of utility power and onto generator power) for a period of 30 minutes to ensure all systems are functioning properly. Any discrepancies found shall be brought to the attention of the appropriate supervisor so repairs can be authorized under a purchase order. A detailed report (check off sheet) shall be completed as to the items inspected.

Trailer Mounted Units

- Inspect and lubricate coupler. (on ball type units)
- Inspect tow chains and hooks
- Inspect lubricate and exercise tongue jack for proper operation.
- Inspect and test electrical connector, wiring and lighting fixtures for proper operation.
- Inspect tires, rims, lugs and grease cap for proper operation.

**PM (Preventive Maintenance):**

The PM shall include all items listed in the inspection and the changing of all fluids and filters such as the engine oil and filter such as the engine oil and filter. Change the jacket water with approved antifreeze once per unit during the contract period, when required. Upon completion of the PM the unit shall be operated **under load** (off of utility power and onto generator power) for a period of 30 minutes to ensure all systems are functioning properly. Any discrepancies found shall be brought to the attention of the appropriate supervisor so repairs can be authorized under a new purchase order. A detailed report (check off sheet) shall be completed as to the work performed.

**Inspection and PM reports shall include the date of work performed, location, model, hours and comments with signature of service technician and County representative.**

This contract is for routine maintenance. **If you find something broken that needs to be repaired, you will have to obtain a Purchase Order number before making the repair.**

**If the County need repairs after a storm, and the Service Provider fails to meet emergency calls we will call the nearest generator repair company to provide any necessary repairs without violating the contract.**

**SAMPLE INSPECTION REPORT**

**AIR SYSTEM**

- |                          |                          |
|--------------------------|--------------------------|
| Yes                      | N/A                      |
| <input type="checkbox"/> | <input type="checkbox"/> |

**LUBRICATING SYSTEM**

- |                          |                          |
|--------------------------|--------------------------|
| Yes                      | N/A                      |
| <input type="checkbox"/> | <input type="checkbox"/> |

**COOLING SYSTEM**

Yes N/A

- Inspected/Replaced all belts
- Inspected/Replaced all hoses
- Checked coolant level; added Anti-Freeze
- Tested specific gravity of Anti-Freeze
- Changed corrosion resistor element
- Checked complete system for coolant leaks
- Checked block heater and thermostat

**FUEL SYSTEM- GASOLINE, NATURAL, LP, DIESEL**

Yes N/A

- Inspected Fuel in tank
- Inspected Day Tank
- Replaced Fuel Filter(s)
- Checked operation of governor
- Cleaned operation of governor
- Cleaned fuel pump screen
- Checked fuel lines for leaks
- Inspected/adjusted injection system and pump

**ELECTRICAL SYSTEM**

- Lubricated generator/alternator
- Lubricated starter
- Checked, cleaned, and tightened all electrical connections
- Checked electrolyte level of batteries  
Hydrometer Readings: \_\_\_\_\_
- Checked operation of all sending units
- Inspected/replaced points, condenser and plugs
- Inspected ignition system (magneto, distributor, wiring, etc.)
- Set timing
- Checked operation of battery charger; replaced blown fuses

**CONTROLS/TEST/TRANSFER SWITCH**

- Checked oil, start, warm up; oil pressure \_\_\_\_\_ PSI  
Amps per leg \_\_\_\_\_  
Volts per leg \_\_\_\_\_  
Frequency \_\_\_\_\_  
Adjusted frequency and voltage, as required \_\_\_\_\_
- Checked exhaust system for leaks
- Checked timing sequence on cranking cycles; Cranking Time \_\_\_\_\_
- Checked operation of Transfer Switch  
Time Delays:  
  
Exerciser:  
  Checked engine/generator controls for proper settings  
  Started engine from test position  
  Started engine from automatic position  
  Checked all alarm systems  
  Inspected/ replaced pilot lights

ADDITIONAL COMMENTS AND RECOMMENDATIONS: \_\_\_\_\_

\_\_\_\_\_

- All warranty work shall be done by a factory authorized vendor as per original specifications.
- This applies to new engines.

Work Scheduling: Contractor will notify the County 72 hours in advance of arrival. Junius Long will provide the contractor a list of generators to be serviced during the week between 7:30 a.m. and 3:30 p.m. Please notify him which generators will be serviced. **No service shall be performed when County is closed for holidays for safety reasons.**

Invoicing: A purchase order will be issued on a weekly basis during the PM period for those units serviced during that week. An invoice outlining that week's service shall be reviewed and signed by Junius Long with Building Maintenance prior to submitting for payment.

Quote pricing for weekday, evening, weekend, and holiday hours for any additional repair work needed.

Submit actual inspection sheet with bid for review.

All parts replaced must be OEM or equal, include manufactures brand on filters in bid. New & upgraded engines added after the award of the contract, begin maintenance & inspection one year after installation. The first service shall be coordinated with the County representatives.

All people performing maintenance on Generators must be factory trained and certified. Successful bidders are required to carry adequate replacement parts, on service vehicles for Diesel/Natural Gas/LP Engines, Generator Sets and Automatic Transfer Switches, with a response time not to exceed two hours for emergency after hour calls.

**Additional parts/repairs will require prior authorization, must be invoiced separately, and will require a separate purchase order number.**

Quoted labor prices will remain in effect for the entire contract period. The County will allow access to the premises housing the units for the purpose of performing the inspections/services during normal working hours.

Successful bidder will handle the disposal of all waste fluids and filters in accordance with current EPA guidelines. Successful bidder will furnish County with a copy of the completed inspection/service form.

**24 Hour Emergency Response:** This 24-Hour Emergency Response covers requests for emergency service outside the normal hours of the generator trade. A request for service will be considered and "emergency" if it is to correct a malfunction or adjust the equipment and requires immediate attention. Response time from the vendor will be two (2) hours on all 24-hour emergency buildings. The County will require 24 Hour Emergency Response coverage at the following locations:

- Baldwin County Wilderness Facility
- Baldwin County Juvenile Detention Center
- Baldwin County Annex I & II Building
- Baldwin County Annex IV (CIS Building)
- Baldwin County Emergency Management Agency
- Baldwin County Corrections Center

**Buildings that will have 24-hour Emergency Response Coverage are highlighted below**

## BALDWIN COUNTY GENERATORS

### North End of Baldwin County

Contact persons: Junius Long (251) 295-3133 or Derrick Crocker (251) 600-9716

Generator Name	911 Address	Units	Number of Make and Model	Fuel Type	Size (gal)	Fuel Tank Size (KW)	Generator Interval	Service Load Test	Annual
Board of Education	2600-A N. Hand Ave, Bay Minette, AL 36507	1	Kohler 150RZGB	Natural Gas	n/a	150		Semi-Annual	Yes
Juvenile Detention Center	42405 Nicholsville Rd., Bay Minette, AL 36507	1	Kohler 100RZ	Natural Gas	n/a	100		Semi-Annual	Yes
Area 100 Highway Bldg.	203 Dickman Rd., Bay Minette, AL 36507		1 Kohler 60RZG	Natural Gas	n/a	60		Semi-Annual	Yes
Bay Minette Courthouse	1 Courthouse Square, Bay Minette, AL 36507	1	Olympian G45F1	Natural Gas	n/a	42.6		Semi-Annual	Yes
Annex I & II Buildings	175 Courthouse Sq., Bay Minette, AL 36507	1	Generac 8219210300	Natural Gas	n/a	150		Semi-Annual	Yes
Annex III Building	257 Hand Ave., Bay Minette, AL 36507		1 Kohler 38RCLB	Natural Gas	n/a	31		Semi-Annual	Yes
Annex IV Building	105 West 3 <sup>rd</sup> St., Bay Minette, AL 36507		1 Generac 8544140100	Natural Gas	n/a	206		Semi-Annual	Yes
Commission Administration	322 Courthouse Sq., Bay Minette, AL 36507	1	Caterpillar 3406	Natural Gas	n/a	160		Semi-Annual	Yes
Archives Building	302 E. Second St., Bay Minette, AL 36507	1	Kohler 150RZDB	Natural Gas	n/a	150		Semi-Annual	Yes
Level II Shelter	207 N. White Ave., Bay Minette, AL 36507	1	Olympian G125G1	Natural Gas	n/a	125		Semi-Annual	Yes

### South End of Baldwin County

Contact persons: Junius Long (251) 295-3133 or Brook Wheeler (251) 239-0620

Generator Name	911 Address	Units	Number of Make and Model	Fuel Type	Size (gal)	Fuel Tank Size (KW)	Generator Interval	Service Test Load Test	Annual
Fairhope Satellite Courthouse	1100 Fairhope Ave. Fairhope, AL 36532	1	Cummins 440FOR7100	Diesel	750	100		Semi-Annual	Yes
		1	Generac MN#QT15068NSYA	Natural Gas	n/a	150		Semi-Annual	Yes
Baldwin County Coliseum	19477 Fairground Rd., Robertsedale, AL 36567	1	Caterpillar	Diesel	1000	1000		Semi-Annual	Yes
Coroners Building	18126 Co. Rd. 54, Robertsedale, AL 36567	1	Caterpillar MN#G35F15	Natural Gas	n/a	35		Semi-Annual	Yes
BRATS Building	18100 Co. Rd. 54, Robertadale, AL 36567	1	Kohler MN#20RE0ZJB	Diesel	300	26		Semi-Annual	Yes
Emergency Management Agency	23100 McAuliffe Dr. Robertsedale, AL	1	Generac MN#8782910100	Natural Gas	n/a	275		Semi-Annual	Yes
		1	Olympia G275LG4	Natural Gas	n/a	275		Semi-Annual	Yes
		1	Generac MN#0047260	Natural Gas	n/a	25		Semi-Annual	Yes
	Trailer Mounted	1	Kohler MN#50RE0ZJB	Diesel	200	55		Semi-Annual	Yes
Generator Name	911 Address	Units	Number of Make and Model	Fuel Type	Size (gal)	Fuel Tank Size (KW)	Generator Interval	Service Load Test	Annual
Central Annex	22251 Palmer St., Robertsedale, AL 36567	1	Kohler MN#275RZDB	Natural Gas	n/a	1000		Semi-Annual	Yes
Central Annex II	22070 Hwy 59, Robertsedale, AL 36567	1	Caterpillar MN#SR4B	Natural Gas	n/a	450		Semi-Annual	Yes
Area 200 Highway Bldg.	22220 West Blvd., Silverhill, AL 36576	1	Kohler MN#60RZG	Natural Gas	n/a	60		Semi-Annual	Yes
Magnolia Landfill Admin	15140 Co. Rd. 49, Summerdale, AL 36580	1	Kohler MN#20R0Z281	Natural Gas	n/a	25		Semi-Annual	Yes
		1	OFNW8	Diesel	n/a	30		Semi Annual	Yes

Animal Shelter	15050 Co. Rd. 49, Summerdale, AL 36580	1	Generac MN#0044741	LP Gas	n/a	25	Semi-Annual	Yes
Foley Satellite Courthouse	201 E. Section Ave., Foley, AL 36535	1	Kohler MN#100R0Z81	Diesel	550	100	Semi-Annual	Yes
		1	Generac MN#5735682	Natural Gas	n/a	150	Semi-Annual	Yes
Area 300 Highway Bldg.	20764 Co. Rd. 24 Foley, AL 36535	1	Kohler MN#50RZGB	Natural Gas	n/a	50	Semi-Annual	Yes

**Baldwin County Sheriff & Corrections Center Buildings**

Contact person John Henry (251) 239-0686

Generator Name	911 Address	Units	Number of Make and Model	Fuel Type	Size (gal)	Fuel Tank Size (KW)	Generator Interval	Service Test Load Test	Annual
Sheriff's Maintenance Shop	1016 Moran St., Bay Minette, AL 36507	1	Generac MN#0053240	Natural Gas	n/a	25	Semi-Annual	Yes	
Sheriff's Support Services	111 East 4 <sup>th</sup> Street, Bay Minette, AL 36507	1	Generac MN#0052120	Natural Gas	n/a	25	Semi-Annual	Yes	
Corrections Center	200 Hand Ave., Bay Minette, AL 36507								
K-Block		1	Dayton MN#4W117H	Natural Gas	n/a	20	Semi-Annual	Yes	
Boiler Room		1	Caterpillar 3208	Diesel	550	165	Semi-Annual	Yes	
Tower & Admin		1	Kohler Power Sys	Diesel	1180	400	Semi-Annual	Yes	
Law Enforcement Services	18126A Co. Rd. 54, Robertsdale, AL 36567	1	Generac MN#0054210	Natural Gas	n/a	45	Semi-Annual	Yes	
Command Bus		1	Kohler MN#145CC0061	Diesel	n/a	14	Semi-Annual	Yes	
Trailer Mounted		1	Wind Power MN#DR15I4	Diesel	100	15	Semi-Annual	Yes	
Trailer Mounted Light Tower #1		1	Baldor MN#30.00115	Diesel	20	6	Semi-Annual	Yes	
Trailer Mounted Light Tower #2		1	Baldor MN#30.0015	Diesel	20	6	Semi-Annual	Yes	
Sheriff's Investigation Bldg.	18126 Co. Rd. 54, Robertsdale, AL 36567	1	Kohler MN#80R282	Natural Gas	n/a	80	Semi-Annual	Yes	
Fort Jones	18185 Raymond Fell Dr, Robertsdale, AL	1	Generac QT08054AN	Natural Gas	n/a	80	Semi-Annual	Yes	



**BID #WG19-01 RESPONSE FORM**  
**Annual Generator Preventive Maintenance Services**  
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Year 1                      Year 1                      Year 2                      Year 2  
 1<sup>st</sup> Inspection      2<sup>nd</sup> PM                      1<sup>st</sup> Inspection      2<sup>nd</sup> PM

**North End of Baldwin County:**

Contact persons: Junius Long (251) 295-3133 or Derrick Crocker (251) 600-9716

1. Board of Education	Kohler	_____	_____	_____	_____
2. Juvenile Detention	Kohler	_____	_____	_____	_____
3. Area 100 Highway	Kohler	_____	_____	_____	_____
4. Bay Minette Courthouse	Kohler	_____	_____	_____	_____
5. Annex 1 & II	Generac	_____	_____	_____	_____
6. Annex III	Kohler	_____	_____	_____	_____
7. Annex IV (CIS)	Generac	_____	_____	_____	_____
8. Commission Admin	Caterpillar	_____	_____	_____	_____
9. Archives	Kohler	_____	_____	_____	_____
10. Level II Shelter	Olympian	_____	_____	_____	_____

**South End of Baldwin County:**

Contact persons: Junius Long (251) 295-3133 or Brook Wheeler (251) 239-0620

1. Emergency Management	Generac	_____	_____	_____	_____
	Olympia	_____	_____	_____	_____
	Generac	_____	_____	_____	_____
Trailer Mounted	Kohler	_____	_____	_____	_____
2. Fairhope Courthouse	Cummins	_____	_____	_____	_____
	Generac	_____	_____	_____	_____
3. BC Coliseum	Caterpillar	_____	_____	_____	_____
4. Coroners Building	Caterpillar	_____	_____	_____	_____
5. BRATS	Kohler	_____	_____	_____	_____
6. Central Annex	Kohler	_____	_____	_____	_____

**BID #WG19-01 RESPONSE FORM**  
**Annual Generator Preventive Maintenance Services**  
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- 7. Central Annex II      Caterpillar \_\_\_\_\_
- 8. Area 200 Highway      Kohler \_\_\_\_\_
- 9. Magnolia Landfill      Kohler \_\_\_\_\_
- OFNW8 \_\_\_\_\_
- 10. Animal Shelter      Generac \_\_\_\_\_
- 11. Foley Courthouse      Kohler \_\_\_\_\_
- Generac \_\_\_\_\_
- 12. Area 300 Highway      Kohler \_\_\_\_\_

**Baldwin County Sheriff & Corrections Center Buildings**

Contact person John Henry (251) 239-0686

- 13. Sheriff's Maintenance Shop      Generac \_\_\_\_\_
- 14. Sheriff's Support Services      Generac \_\_\_\_\_
- 15. Corrections Center
  - K-Block      Dayton \_\_\_\_\_
  - Boiler Room      Caterpillar \_\_\_\_\_
  - Tower & Admin      Kohler \_\_\_\_\_
- 16. Law Enforcement Services      Generac \_\_\_\_\_
  - Command Bus      Kohler \_\_\_\_\_
  - Trailer Mounted      Wind Power \_\_\_\_\_
  - Trailer Mounted Light Tower #1  
   Baldor \_\_\_\_\_
  - Trailer Mounted Light Tower #2  
   Baldor \_\_\_\_\_
- 17. Sheriff's Investigation Bldg.      Kohler \_\_\_\_\_
- 18. Fort Jones      Generac \_\_\_\_\_

**BID #WG19-01 RESPONSE FORM**  
**Annual Generator Preventive Maintenance Services**  
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Total Cost for Year 1: \$ \_\_\_\_\_

Total Cost for Year 2: \$ \_\_\_\_\_

Grand Total (Both Year) \$ \_\_\_\_\_

Hourly cost for additional repair work:

Weekdays M-F \$ \_\_\_\_\_ hr.

Evenings \$ \_\_\_\_\_ hr. Evenings begin at: \_\_\_\_\_

Weekends \$ \_\_\_\_\_ hr. Weekends begin at: \_\_\_\_\_

Holidays \$ \_\_\_\_\_ hr. List Holidays

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Award will be made by TOTAL COST. Billing to be by site and inspection period. Billing will be accepted only for sites inspected and approved by Project Managers.

**A formal contract will also be required from the successful bidder. A sample contract is provided for your review.**

**Price sheets provided in bid document.**

**County reserves the right to modify service on an as needed basis: Units may be deleted or added.**

State of Alabama )  
County of Baldwin )

**CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES**

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, and \_\_\_\_\_, (hereinafter referred to as "PROVIDER").

**WITNESSETH:**

**Whereas,**

**Whereas,**

**NOW, THEREFORE,** in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Definitions. The following terms shall have the following meanings:
  - A. COUNTY: Baldwin County, Alabama
  - B. COMMISSION: Baldwin County Commission
  - C. PROVIDER: \_\_\_\_\_
  
- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
  
- III. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
  
- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
  
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
  
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through

completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

COUNTY: Baldwin County Commission  
c/o Chairman  
312 Courthouse Square  
Suite 12  
Bay Minette, AL 36507

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG19-01**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“Competitive Bid #WG19-01 – Annual Generator Preventive Maintenance Services for the Baldwin County Commission”.**

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

- XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.
- XX. Direct Expenses. Compensation to PROVIDER for work shall be paid \$\_\_\_\_\_. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services
- XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.
- Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXII. Effective and Termination Dates. This Contract shall be effective for twenty-four (24) months and commence immediately upon the same date as its full execution, with an option to issue one (1) twelve (12) month contract, or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Vendor no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]
- XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.
- XXV. Number of Originals. This Contract shall be executed with three originals, all of which are equally valid as an original.
- XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVII. Insurance. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than

\$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker’s Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer’s Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days’ notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

\_\_\_\_\_  
FRANK BURT, JR./                      Date  
Chairman

\_\_\_\_\_  
RONALD J. CINK/                      Date  
County Administrator/Budget Director

State of Alabama )

County of Baldwin                      )

I, \_\_\_\_\_Notary Public in and for said County, in said State, hereby certify that, Frank Burt, Jr., whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director/Interim County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public  
My Commission Expires

**SIGNATURE AND NOTARY PAGE TO FOLLOW**

**PROVIDER:**

*Insert Providers Name*

\_\_\_\_\_/\_\_\_\_\_  
By \_\_\_\_\_/Date  
Its \_\_\_\_\_

State of Alabama)

County of Baldwin )

I, \_\_\_\_\_ Notary Public in and for said County and State,  
hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, whose name is signed  
to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being  
informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date  
for and as an act of said \_\_\_\_\_.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public  
My Commission Expires