

**INVITATION TO BID NO. WG24-25**  
**Purchase & Installation of New HVAC Equipment for**  
**Baldwin County Foley Satellite Courthouse**  
**BALDWIN COUNTY COMMISSION**

**Section I – Invitation to Bid**

**A. NOTICE OF BID OPENING**

**NOTICE IS HEREBY GIVEN** that Baldwin County, Alabama (County), shall receive and open bids for the Baldwin County Foley Satellite Courthouse Renovation, solicited by this Invitation to Bid (ITB). This bid shall be governed by Title 39 of Alabama Code (1975), the Public Works Law. Bidders shall be required to comply with the provisions Title 39 regardless of if the requirement is explicitly detailed in the bid proposal or not.

**Time is of the essence in submitting bids and only bids received by 2:00pm on June XX, 2024, will be opened and considered.** All bids should be mailed to:

Baldwin County Commission  
Attn: Wanda Gautney  
312 Courthouse Square, Suite 15  
Bay Minette, AL 36507

**Bids will be opened at the above-referenced location as soon as practicable thereafter. Only bids received by that time will be opened and considered.** Bidders and any other interested individuals are invited to attend the bid opening.

A **Pre-Bid Conference** will be held on **June XX, 2024, AT 2:00 PM**, in the Baldwin County Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama, 36507. It would be in the best interest of the bidders to have a representative present at the pre-bid conference.

**B. PROJECT DESCRIPTION**

Baldwin County Foley Satellite Courthouse Renovation, 201 E Section Ave, Foley, AL 36535. Additional specifications of the project are included in Section II below. The County is taking bids for labor, equipment, materials, and any incidentals required to replace existing split system heat pumps, add UV lights to existing ductwork, clean existing ductwork, add digital controls and monitoring for all split systems, and perform test and balance for existing and new HVAC equipment.

**C. THE INVITATION PACKAGE**

1. The bid invitation package includes this ITB and all attachments and addenda thereto. Any addenda will be posted on the County's website, [www.baldwincountyal.gov](http://www.baldwincountyal.gov) by no later than 72 hours prior to the bid deadline. Bidders should verify on the bid form that they have received all pages of the invitation package and addenda, if any. If there are any omissions, the bidder should

contact Wanda Gautney, Purchasing Director at [wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov) to request missing pages. It is the responsibility of the bidder to make this request in sufficient time to prepare and submit the bid in time for the bid opening.

2. Bidders should carefully read and comply with all parts of the invitation package, including all attachments and/or any addenda.

#### **D. BID BOND**

Consistent with Alabama Code (1975) § 39-2-4(a), the bidder shall be required to file with his or her bid either a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to the Baldwin County for an amount not less than five percent of the of the contractor's bid, but in no event more than ten thousand dollars (\$10,000).

#### **E. CONTACT REGARDING BIDS AND INVITATION**

1. Contact initiated by a potential bidder with any County official or County employee shall only be as specifically set out in this Section.
2. All correspondence shall be designated to the County's designated point of contact, Wanda Gautney, in writing via email at [wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov) labeled as "Bid #WG24-25" Bidder may only rely upon representations made in writing, by way of notice or addendum of this ITB.
3. All communications should be limited to the following:
  - a. Any questions or problems related to downloading or obtaining copies of this ITB or the specifications;
  - b. To request an appointment to review a hard copy of this ITB and the bid specifications;
  - c. To request an appointment to review bid specifications or plans following the bid opening; however, this shall not be an opportunity to ask questions relating to this Bid and no responses will be provided;
  - d. To ask questions or request additional information regarding this ITB or the specifications. All questions shall be submitted no later than 12:00 pm CST on Friday, June XX, 2024. Responses, if appropriate, will be posted on the County's website, [www.baldwincountyal.gov](http://www.baldwincountyal.gov) by close of business on June XX, 2024.

The County will issue an addendum, if necessary, by posting the same on the County's website at [www.baldwincountyal.gov](http://www.baldwincountyal.gov) by close of business on June XX, 2024. Each bidder shall include a copy of the addendum with his/her signature indicating they had received the addendum when submitting their bid. If no addendum is issued, the substitute will not be considered in determining the lowest responsible bidder.

4. Other than as provided in this section, there shall be no communication with any County official or County employee regarding this bid between the date of this invitation and the date of bid award. **Any other contact with a County official or employee initiated by a potential bidder regarding this bid between the date of this invitation and the date of bid award shall be deemed as an attempt to unduly influence the bid award and shall be grounds for rejection**

of the bid submitted by the bidder initiating such other contact.

## **F. BID SPECIFICATIONS**

1. Plans and specifications for the improvement are included in Section II of this ITB and are also on file for examination at Baldwin County Purchasing Department, 257 Hand Ave, Bay Minette, AL 36507. Bidders wishing to review the plans and specifications in person may do so during normal business hours by submitting a request to the County's point of contact pursuant to Section I(E) of this ITB.
2. Any use of specific names and/or model numbers in the attached specifications is not intended to restrict the bidder or any seller or manufacturer but is included solely for the purpose of indicating the type, size, and quality of materials, product services, or equipment considered best adapted to the use of the County.

## **G. BIDDER QUALIFICATIONS**

All bidders and all program participants must be in compliance with any applicable federal, state, county, and municipal laws, regulations, resolutions, and ordinances including, but not limited to, licensing, permitting, and taxation requirements. All bidders should be prepared to submit evidence or documentation as proof that they are properly licensed and permitted under any applicable laws upon request. Such evidence or documentation may be submitted with the bid. **Bidder must provide its contractor's license number on the Bid Form and on the outside of the bid envelope.**

## **E. BID EVALUATION AND BID AWARD**

1. The Baldwin County Commission (Commission) will serve as the awarding authority for all bids and will award all contracts at a regular meeting of the Commission.
2. All bids will be reviewed and evaluated by County staff member(s), which will thereafter make comments and recommendations to the awarding authority regarding the award. All factors contained in each invitation package will be evaluated in determining the successful bidder, and any omissions of the stated requirements may be cause for rejection of the bid submitted.
3. Any and all bids submitted in compliance with this ITB shall be considered. Consistent with Alabama Code (1975) § 39-2-6(a), the contract shall be awarded to the lowest responsible and responsive bidder as determined by the Commission, unless the Commission finds that all the bids are unreasonable or that it is not to the interest of the County to accept any of the bids. A responsible bidder is one who, among other qualities determined necessary for performance, is competent, experienced, and financially able to perform the contract. A responsive bidder is one who submits a bid that complies with the terms and conditions of this ITB and in compliance with County's American Rescue Plan Act (ARPA) award, as applicable. Minor irregularities in the bid shall not defeat responsiveness.
4. Failure to bid on all lines will disqualify Bidder. Only one Bidder will be selected for all goods and services.
5. The Commission reserves the right to reject any and all bids, to waive any informality in bids, and to accept in whole or in part such bid or bids, to terminate this bid, or to amend this bid, or take any other action deemed by the Commission to be in the best interest of the County and solely at its

discretion.

6. Award will be made at the next regularly scheduled meeting of the Baldwin County Commission following the bid opening, and the apparent successful bidder will be notified in writing.
7. Within fifteen (15) days following receipt of notice of bid award, the Bidder will be required to provide all necessary performance and payment bonds and proof of insurance as well as a signed contract as required by the Public Works Law. See Section I(L) of this ITB for additional information. The contract shall be in substantially the same format as included in this ITB.

## **H. NOTICE OF FEDERAL FUNDING**

It is anticipated that purchases made pursuant to the bid award may be funded, in whole or in part, with American Rescue Plan Act state and local recovery funds (ARPA funds). However, purchases made pursuant to the bid award are not limited to those made with ARPA funds. To the extent that such purchases are funded in whole or part with ARPA funds, all costs associated with the resulting agreement must be obligated by December 31, 2024, and expended by December 31, 2026.

## **I. PREPARING AND SUBMITTING BIDS**

1. All bids must be typed or handwritten in ink on the attached Bid Submittal Forms. Bids submitted in pencil and bids not submitted on the Bid Submittal Form will **not** be considered. Only information contained on the Bid Submittal Form or herein requested or required will be considered in evaluating bids.
2. The Bid Submittal Form and all required documentation shall be forwarded to Baldwin County Commission, clearly marked on the outside of the envelope as **“BID NO. WG24-25 Purchase & Installation of New HVAC Equipment for Baldwin County Foley Satellite Courthouse”**.
3. Facsimiles, emails, and oral bids will not be accepted. Bids submitted by express/overnight services must be in a separate inner envelope or package sealed and identified as stated above. Bids that are prematurely opened due to failure of bidder to appropriately mark the package will not be considered.
4. All bids must be received at Baldwin County Purchasing Department, 257 Hand Ave, Bay Minette, AL 36507 prior to the bid opening. Bids received after the deadline will be returned unopened.
5. Bidders may submit modifications or changes to the bids, provided any such modification is marked as such and is received prior to the bid opening.

## **J. CONTENT OF BIDS**

1. The completed Bid Submittal Form (Attachment 1) shall be placed in front of and separated from all other documents included in the bid packet, such that it will be the first document viewed upon opening the bid packet.
2. The Bid Form (Attachment 2) must be used to provide the bidder's firm, fixed cost for goods and services. The cost shall remain firm for the duration of the bid term, including any agreed-upon renewals or extensions. **Bidder must include its contractor's license number on the Bid Form.**

3. **Cashier's Check or Bid Bond consistent with Alabama Code (1975) § 39-2-4(a).**
4. **For each product, one (1) copy of the manufacturer's specifications/technical data and any certifications required within these specifications.**
5. **Consistent with Alabama law, the following forms are also required as part of the bid package:**
  - a. Bidder must provide a copy of the CERTIFICATE OF COMPLIANCE WITH ACT 2016-312.
  - b. Bidder must provide a copy of its Beason-Hammon Certificate. The Beason-Hammon Certificate of Compliance is available online at <https://www.alabamaag.gov/forms>.
  - c. Bidder must provide a copy of E-Verify MOU entered into with the Department of Homeland Security. This can be accessed once logged in to E-Verify.
  - d. Bidder must provide a copy of its W-9. A Form W-9 is available online at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.
  - e. Bidder must provide a copy of the Byrd Anti-Lobbying Certificate, as well as a copy of the same certification for known subcontractors expecting to receive \$100,000 or more of funds to perform work for this project. Bidder, if selected, is under an ongoing obligation to provide a copy of this certification for any such subcontractor once identified.

For your convenience, copies of these forms, with the exclusion of the E-Verify MOU, are also included as Attachment 3.

6. **Signed copy of any addenda, as applicable.**

## **K. MINIMUM LEGAL REQUIREMENTS**

Bidders shall be compliant with all relevant federal, state, and local laws, regulations, and ordinances in the performance of this contract. With respect to conflicts of law principles, Alabama law shall apply to the services provided pursuant to this ITB. At a minimum, bidders must be compliant with the following:

1. Section 31-13-1, *et seq.*, of the Code of Alabama (1975) imposes conditions on the award of county contracts. Firms must agree to fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. By submitting a bid, 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.
2. Section 41-16-5 of the Code of Alabama (1975) imposes conditions on the award of County contracts. The bidder must certify that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
3. Bidder agrees to comply with the requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by the U.S. Department of Treasury (Treasury) pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing.

4. Federal regulations that are applicable to the County's ARPA award and may be applicable to this ITB include, without limitation, the following:
- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury.
  - b. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Non-procurement, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - c. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - d. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - e. New Restrictions on Lobbying, 31 C.F.R. Part 21. Architect/Engineer must certify that it will not, and has not, used federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C 1352.
  - f. Generally applicable federal environmental laws and regulations. Architect/Engineer must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All violations must be reported to the County, Treasury, and the Regional Office of the Environmental Protection Agency.
  - g. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
    - i. Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d, *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
    - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601, *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
    - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

- iv. The Age Discrimination Act of 1975, as amended (42 USC §§ 6101, *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 USC §§ 12101, *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- h. Bidder agrees to comply, as applicable, with requirements of the Hatch Act (5 USC §§ 1501-1508 and 7324-7328), which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- i. Bidder understands that making false statements or claims in connection with the use of ARPA funds is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- j. In accordance with 41 USC § 4712, Bidder may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of the County, Architect/Engineer, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- k. Bidder shall inform their employees in writing of the rights and remedies provided for whistleblowers in the predominant native language of the workforce.
- l. Pursuant to Executive Order 13043, 62 F.R. 19217 (Apr. 18, 1997), Bidder is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
- m. Pursuant to Executive Order 13513, 74 F.R. 51225 (Oct. 6, 2009), Bidder is encouraged to adopt and enforce policies that ban text messaging while driving, and Bidder should establish workplace safety policies to decrease accidents caused by distracted drivers.

- n. Bidder must use strong labor standards, including payment of a competitive and prevailing wage in the County.
- o. Bidder must adopt and follow high safety standards and provide training based upon the appropriate licensures, certifications, and industry standards.
- p. Bidder should prioritize local hiring consistent with the racial, gender, geographic, urban, rural, and economic diversity of the County.
- q. For contracts/subcontracts over \$100,000, work performed by mechanics and laborers are subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a work week and overtime for any work spent over 40 hours, and proper documentation for all employees.

(1) A Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 USC Chapter 37; and

(2) when a violation of clause (1) occurs, the Contractor and any subcontractor responsible for the violation are liable—

(A) to the affected employee for the employee's unpaid wages; and

(B) to the Government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

## **L. BONDING, INSURANCE, AND LIABILITY**

1. Consistent with Alabama Code (1975) § 39-1-1, successful bidder shall, before commencing the work, execute a performance bond, with penalty equal to 100 percent of the amount of the contract price. In addition, another 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.
2. Successful bidder, at its sole expense, shall obtain and maintain in full force insurance meeting the following standards to protect the Bidder and the County at limits and coverages specified below. The limits and coverages specified below are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Bidder and the County.
  - a. All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the Commission. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the County for prior approval.
  - b. Successful bidder shall name the County, its Commission, officers, appointees, employees,

and agents as additional insured for claims arising out of the Bidder and/or any subcontractor(s) work. The naming of the additional insured does not obligate the additional insured to pay any premiums due.

c. Policy Limits:

- i. Worker's Compensation and Employers Liability as required by state law. The Workers Compensation Policy shall contain a Waiver of Subrogation in favor of the Baldwin County Commission, its officers, appointees, employees, and agents.

- ii. Commercial General Liability - Combined single limit (bodily injury and property damage combined) as follows:

|                                    |             |
|------------------------------------|-------------|
| A. Each Occurrence                 | \$1,000,000 |
| B. Personal and Advertising Injury | \$1,000,000 |
| C. Products/completed              | \$2,000,000 |
| D. Operation Aggregate             | \$2,000,000 |
| E. General Aggregate               | \$2,000,000 |

Coverage to include: premises and operations; personal injury and advertising injury; independent contractors; blanket contractual liability; explosion, collapse, and underground hazards; broad form property damage; products/completed operations (to remain in effect for 24 months beyond completion and acceptance by owner of the project, whichever is later).

- iii. Automobile Liability to cover all owned, non-owned, and hired vehicles with a combined single limit (bodily injury and property damage combined):

|  |           |
|--|-----------|
| A. Per person                          | \$500,000 |
| B. Per occurrence                      | \$500,000 |
| C. For property damage, per occurrence | \$500,000 |

- 3. Indemnity and Liability. Under this section the term County shall include Baldwin County, the Baldwin County Commission, the officers, appointees, department heads, agents, and employees of the Baldwin County Commission.

- a. The County shall not be liable for any injury to the person or property of any person, firm, or corporation resulting directly or indirectly from Bidder's performance of the contract, and the Bidder assumes full and complete responsibility therefore.
- b. The Bidder shall further indemnify, defend, and hold the County safe and harmless from any and all liability, lawsuits, judgments, attorney fees, and other costs incurred by the County in defending any claim or lawsuit made against the County by any person, firm, or corporation arising directly or indirectly out of any work performed by the Contractor pursuant hereto or any breach or alleged breach of duty or responsibility of the Contractor related thereto.

## **Section II – Bid Specifications**

### **A. RESERVATIONS AND INSTRUCTIONS**

1. All products and services shall meet or exceed specifications as outlined in this ITB as set out below. Exceptions to the bid specifications must be requested as provided in Section I(E)(3)(d) above. The awarding authority, in its sole discretion, may accept or reject these exceptions in whole or in part by way of addenda.
2. The requirements have been developed to allow the awarding authority to uniformly evaluate prices submitted for the products and services. The use of specific names or numbers in the specifications is not intended to restrict the bidder or any seller or supplier but is intended solely for the purpose of indicating the type and quality of material considered best adapted to the uses of County. **As part of its bid, Bidder must include manufacturer's specifications/technical data and any certifications required pursuant to the specifications for each project intended to be used for this project.**
3. All material bids must be F.O.B. destination. Any freight charges and delivery fees must be included in the bid prices. F.O.B. destination is the location specified for delivery, including job site within that county. The selected bidder will be responsible for freight charges, risk of loss, or damages to the materials up to the destination where the materials are received and prior to installation.
4. All work must begin within **60** days of the notice to proceed. **Bidder must include an estimated construction timeframe (in working days or hours) for this project.**
5. Project site must be cleaned following the completion of work each day work is performed, including disposal of all waste in a proper manner.

### **B. PROJECT SPECIFICATIONS**

Bidder must provide a quote to perform work for each of the following activities:

- Replacement of nine (9) existing air handling units and eight (8) heat pumps:
  - New units to provide increased filtration (increased MERV rating and UV lights) and ventilation air;
  - Refer to plans, attached hereto as Attachment 5, for basis of design unit manufacturers and sizes;
  - Replacement units shall be installed in accordance with ASHRAE standards and guidance issued by the Centers for Disease Control as it relates to the prevention or mitigation of COVID-19.
- Provide outside air to four (4) HVAC units that are currently missing ventilation air.
- Provide motorized dampers to shutoff outside air infiltration when HVAC units are off.
- Provide UV lights for all HVAC units.
- Provide direct digital controls (DDC) for split systems and tie into DCC system serving the chilled water air handler system.
- Provide duct cleaning throughout the space.
- Provide test and balance report at conclusion of the project.
- Provide new air filters for all HVAC units prior to turnover to owner.

# **Attachment 1**

## **BID SUBMITTAL FORM**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Company Representative Name and Title: \_\_\_\_\_

Email address: \_\_\_\_\_ Phone: \_\_\_\_\_

Alabama General Contractor License Number #: \_\_\_\_\_

SAMS.gov UEI (Unique Entity ID) number \_\_\_\_\_

By submitting this bid, we agree:

Initials

That the products identified in the bid  
and any services meet the bid specifications.

\_\_\_\_\_

That the bid price will be honored for the period through  
the contract term.

\_\_\_\_\_

That project provided from awarded bidder will  
be as described in this bid at the bid price.

\_\_\_\_\_

That the company representative listed above will be the  
source of contact for the contract.

\_\_\_\_\_

That awarded bidder will be responsible for providing all  
goods and services included in the ITB.

\_\_\_\_\_

That the bid includes the forms required under Alabama  
law as defined in this ITB.

\_\_\_\_\_

That the bid includes a bid bond as required under Alabama law  
and as defined in this ITB.

\_\_\_\_\_

That the bidder agrees to be compliant with the minimal legal  
terms as defined in this ITB.

\_\_\_\_\_

That Bidder will provide a performance bond and insurance certificate  
as required by this ITB.

\_\_\_\_\_

That the bidder is not suspended or debarred from contracting  
pursuant to 2 C.F.R. §200.214 and will provide notice if that  
status changes during the contract term.

\_\_\_\_\_

Signature of company representative submitting bid: \_\_\_\_\_

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



## **Attachment 2**

### **BID FORM**

**Bidder Name:** \_\_\_\_\_

Pricing must include all necessary materials, mechanical installation, freight, and rental equipment for a complete job. Costs should not include federal or state excise taxes. Tax exemption certificates will be provided upon request.

Bidders are required to bid on all items.

| Description                                     | Price |
|---|-------|
| Air handler and heat pump equipment replacement |       |
| Outside air duct and intake installation        |       |
| Motorized damper installation                   |       |
| UV Light installation                           |       |
| DDC scope of work                               |       |
| Duct cleaning                                   |       |
| HVAC test and balance                           |       |
| Electrical work                                 |       |
| <b>Total</b>                                    |       |

Estimated number of hours/working days (circle one) needed to complete this project \_\_\_\_\_.

By signing below, bidder agrees to supply the goods and services at the prices bid above in accordance with the terms, conditions, and specifications of this ITB.

Submitted by :

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Attachment 3**  
**REQUIRED FORMS**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: \_\_\_\_\_

RE Contract/Grant/Incentive (describe by number or subject):

\_\_\_\_\_ by and between  
\_\_\_\_\_ (Contractor/Grantee) and  
\_\_\_\_\_ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."

2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

**BUSINESS ENTITY.** Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

**EMPLOYER.** Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

\_\_\_\_ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

\_\_\_\_ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Name of Contractor/Grantee/Recipient

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

Its \_\_\_\_\_

The above Certification was signed in my presence by the person whose name appears above, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

DATE: \_\_\_\_\_

Re: Contract/Grant/Incentive (describe by number or subject):

\_\_\_\_\_ by and between \_\_\_\_\_  
(Contractor/Grantee) and \_\_\_\_\_ (State Agency, Department or  
Public Entity.

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Alabama's Act 2016-312.
2. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Certified this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Contractor/Grantee/Recipient

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

Its: \_\_\_\_\_

The above Certification was signed in my presence by the person whose name appears above on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness

## CERTIFICATION REGARDING LOBBYING

|   |   |  |
|---|---|--|
| <b>Form W-9</b><br>(Rev. October 2018)<br>Department of the Treasury<br>Internal Revenue Service  | <b>Request for Taxpayer<br/>Identification Number and Certification</b><br><br>▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.  | <b>Give Form to the<br/>requester. Do not<br/>send to the IRS.</b> |
| <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  |   |  |
| <b>2</b> Business name/disregarded entity name, if different from above   |   |  |
| Print or type.<br>See Specific Instructions on page 3.  | <b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  |  |
|   | <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate   |  |
|   | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  |  |
|   | <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. |  |
|   | <input type="checkbox"/> Other (see instructions) ▶ _____   |  |
| <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  |   |  |
| Exempt payee code (if any) _____  |   |  |
| Exemption from FATCA reporting code (if any) _____  |   |  |
| (Applies to accounts maintained outside the U.S.)   |   |  |
| <b>5</b> Address (number, street, and apt. or suite no.) See instructions.  |   |  |
| Requester's name and address (optional)   |   |  |
| <b>6</b> City, state, and ZIP code  |   |  |
| <b>7</b> List account number(s) here (optional)   |   |  |
| <b>Part I Taxpayer Identification Number (TIN)</b>  |   |  |
| Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.  |   |  |
| <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.  |   |  |
| <b>Social security number</b>   |   |  |
| <div style="border: 1px solid black; width: 100%; height: 20px; position: relative;"><div style="position: absolute; left: 50%; top: 50%; transform: translate(-50%, -50%); font-size: 20px;">-</div></div>   |   |  |
| <b>or</b>   |   |  |
| <b>Employer identification number</b>   |   |  |
| <div style="border: 1px solid black; width: 100%; height: 20px; position: relative;"><div style="position: absolute; left: 50%; top: 50%; transform: translate(-50%, -50%); font-size: 20px;">-</div></div>   |   |  |
| <b>Part II Certification</b>  |   |  |
| Under penalties of perjury, I certify that:   |   |  |
| 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and  |   |  |
| 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and   |   |  |
| 3. I am a U.S. citizen or other U.S. person (defined below); and  |   |  |
| 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.   |   |  |
| <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.      |   |  |
| <b>Sign Here</b>  | Signature of U.S. person ▶  | Date ▶   |
| <b>General Instructions</b>   |   |  |
| Section references are to the Internal Revenue Code unless otherwise noted.   |   |  |
| <b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .   |   |  |
| <b>Purpose of Form</b>  |   |  |
| An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.  |   |  |
| <ul style="list-style-type: none"><li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li><li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li><li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li><li>• Form 1099-S (proceeds from real estate transactions)</li><li>• Form 1099-K (merchant card and third party network transactions)</li><li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li><li>• Form 1099-C (canceled debt)</li><li>• Form 1099-A (acquisition or abandonment of secured property)</li></ul> |   |  |
| Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.   |   |  |
| If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.   |   |  |

## Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

# **Attachment 4**

## **CONTRACT FORM**

State of Alabama            )

County of Baldwin        )

### **CONTRACT FOR PUBLIC WORKS SERVICES**

This Contract for Public Works Services is made and entered into by and between the Baldwin County Commission (hereinafter called "COMMISSION") acting as the governing body for Baldwin County, and PROVIDER, (hereinafter referred to as "PROVIDER").

#### **WITNESSETH:**

**Whereas**, the COMMISSION, on behalf of the County, has received American Rescue Plan Act State and Local Fiscal Recover Funds ("ARPA funds") and is charged with ensuring such funds are expended in accordance with state and federal law; and

**Whereas**, the Final Rule issued by the U.S. Department of Treasury on Jan. 6, 2022, provides that improvements to in public facilities, including enhancements to ventilation systems to mitigate the spread of COVID-19 are an eligible use of ARPA funds; and

**Whereas**, the COMMISSION has, with the help of an independent consultant, had the current ventilation system in the Baldwin County Foley Satellite Courthouse Renovation evaluated and has determined that upgrades are necessary to meet current ASHRAE standards and guidelines of the Centers for Disease Control for the prevention and mitigation of COVID-19; and

**Whereas**, the COMMISSION has determined that upgrades to the existing HVAC system to mitigate the spread of COVID-19 in public facilities is a reasonable, necessary, and proportionate expenditure of ARPA funds; and

**Whereas**, following the issuance and advertisement of INVITATION TO BID NO. WG24-25, in which sealed bids were publicly opened, PROVIDER's bid was evaluated and determined by the COMMISSION to represent the lowest responsive and responsible bid thereto; and

**Whereas**, the COMMISSION is satisfied that the process performed by the County and the bids received are in substantial compliance with the Public Works Law.

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

#### **I. Definitions** The following terms shall have the following meanings:

i. COUNTY: Baldwin County, Alabama

ii. COMMISSION: Baldwin County Commission

iii. PROVIDER: \_\_\_\_\_

#### **II. Obligations Generally.** The COMMISSION hereby retains, and the PROVIDER agrees to

perform for the COMMISSION, those public works 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 COMMISSION 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 COMMISSION 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 COMMISSION 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, including but not limited to Section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, Subpart A and guidance issued by Treasury.

Federal regulations which may be applicable to this Contract may include, without limitation, the following:

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury.

OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Non-procurement, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury's implementing regulation at 31 C.F.R. Part 19.

Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

Contractor must certify that it will not, and has not, used federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C § 1352.

Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All violations must be reported to the County, Treasury, and the Regional Office of the Environmental Protection Agency.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d, *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601, *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

The Age Discrimination Act of 1975, as amended (42 USC §§ 6101, *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

Title II of the Americans with Disabilities Act of 1990, as amended (42 USC §§ 12101, *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

PROVIDER agrees to comply, as applicable, with requirements of the Hatch Act (5 USC §§ 1501-1508 and 7324-7328), which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

PROVIDER understands that making false statements or claims in connection with the use of ARPA funds is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

In accordance with 41 USC § 4712, PROVIDER may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to

public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- A member of Congress or a representative of a committee of Congress;
- An Inspector General;
- The Government Accountability Office;
- A Treasury employee responsible for contract or grant oversight or management;
- An authorized official of the Department of Justice or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractors shall inform their employees in writing of the rights and remedies provided for whistleblowers in the predominant native language of the workforce.

Pursuant to Executive Order 13043, 62 F.R. 19217 (Apr. 18, 1997), PROVIDER is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

Pursuant to Executive Order 13513, 74 F.R. 51225 (Oct. 6, 2009), is encouraged to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Terms and Conditions related to contractors, mechanics, and laborers:

The following terms and conditions must be built into any bid or resulting contract documents with any contractor engaged to perform work on the project:

PROVIDER must agree to the terms and conditions included above.

PROVIDER must use strong labor standards, including payment of a competitive and prevailing wage in the County.

PROVIDER must adopt and follow high safety standards and provide training based upon the appropriate licensures, certifications, and industry standards.

PROVIDER should prioritize local hiring consistent with the racial, gender, geographic, urban, rural, and economic diversity of the County.

For contracts/subcontracts over \$100,000, work performed by mechanics and laborers are subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a work week and overtime for any work spent over 40 hours, and proper documentation for all employees.

A contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 U.S.C. Chapter 37; and when a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable to the affected employee for the employee's unpaid wages; and to the Government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

For more information about the Federal Regulations visit the website <http://www.gpoaccess.gov/index.html> of Federal 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 COMMISSION and has no authority, whether express or implied, to contract for or bind the COMMISSION 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 COMMISSION'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 COMMISSION to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COMMISSION 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 Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**XI. Entire Agreement.** This agreement represents the entire and integrated agreement between COMMISSION and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.

**XII. Failure to Strictly Enforce Performance.** The failure of the COMMISSION 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 COMMISSION 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 COMMISSION, which may be withheld or granted in the sole discretion of the COMMISSION.

**XIV. Ownership of Documents/Work.** The COMMISSION 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 COMMISSION 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 COMMISSION's prior written consent, which may be withheld or granted in the sole discretion of the COMMISSION.

**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:

COMMISSION: 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 COMMISSION as a professionally qualified contractor. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid WG24-25**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“Competitive Bid #WG24-25 Purchase & Installation of New HVAC Equipment for Baldwin County Foley Satellite Courthouse”.**

- i. PROVIDER will provide ongoing communications with COMMISSION regarding this service, including updates, emails, etc., as requested. Additionally, PROVIDER will meet with COMMISSION as needed or requested.
- ii. PROVIDER is responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by or in relation to this Contract.
- iii. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COMMISSION, 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 COMMISSION.**

- i. The COMMISSION shall provide reasonable notice to PROVIDER whenever the COMMISSION 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.
- ii. The COMMISSION shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**VIII. Termination of Services.** The COMMISSION or PROVIDER may terminate this contract, with or without cause or reason, by giving ten (10) 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 COMMISSION shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COMMISSION 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 COMMISSION.

**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.** The COMMISSION agrees and promises to pay the PROVIDER for said work performed in compliance with the provisions of the Alabama Code (1975) §39-2-12, when completed in accordance with the provisions of this Contract, upon presentation of proper certificates approved by the architect/engineer of record and County and pursuant to the terms of the Contract. Consistent with Alabama law, five percent (5%) retainage shall be withheld from payment on the fifty percent (50%) of the work completed, until such time as the project has been certified by the architect/engineer of record that the project has been complete and certification of advertisement of completion has been provided. f Payment shall be made by the COMMISSION within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COMMISSION agrees to review and approve invoices submitted for payment in a timely manner.

**XXII. Effective and Termination Dates.** This Contract shall be effective and commence immediately upon the same date as its full execution and shall terminate upon either the expiration of no more than \_\_\_\_\_ days after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. 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.** To the fullest extent allowed by law, PROVIDER shall indemnify, defend, and hold COMMISSION and its Commissioners, affiliates, employees, agents, and representatives (collectively "COMMISSION") 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 COMMISSION, as a result of or in any manner related to provision of services

hereunder, or any act or omission, by PROVIDER. PROVIDER shall provide the COMMISSION with proof of general liability coverage including the COMMISSION as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

**XXV. Number of Originals.** This Agreement shall be executed with three (3) originals, each 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 and bonds:** Prior to performing services pursuant to this Agreement, Provider shall carry, with insurers satisfactory to COMMISSION, throughout the term of hereof, insurance and bonds consistent with the amounts and requirements as provided in Section I(L) of INVITATION TO BID NO. WG23-34. Should PROVIDER fail to furnish current evidence upon demand of any insurance or bonds required hereunder, or in the event of cancellation, termination or change in any such insurance or bonds, COMMISSION may, at its option, suspend this Agreement until insurance is obtained, terminate this Agreement immediately without further action, or hold PROVIDER in material default and pursue any and all remedies available, including calling of any applicable bond.

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

COMMISSION

ATTEST:

\_\_\_\_\_  
BILLIE JO UNDERWOOD /Date

\_\_\_\_\_  
ROGER H. RENDLEMAN /Date  
COUNTY ADMINISTRATOR

**NOTARY AND SIGNATURE PAGE TO FOLLOW**

State of Alabama )

County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that, Billie Jo Underwood, whose name as Chairman of Baldwin County Commission, and Roger H. Rendleman, whose name as 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 \_\_\_\_\_, 2024.

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

PROVIDER:

\_\_\_\_\_  
(Company Name)

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

State of \_\_\_\_\_)

County of \_\_\_\_\_)

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 Contract for Public Works Services, 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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public