

ETOWAH COUNTY COMMISSION  
800 Forrest Avenue, Gadsden, AL 35901

**REQUEST FOR BID**

**ATTENTION ALL BIDDERS**

**YOU MUST MARK ON THE ENVELOPE:**

**BID NO. FY 2017-2018-15  
SUPERPAVE BITUMINOUS CONCRETE ASPHALT  
(PLANT-MIX) IN PLACE**

The Etowah County Commission is soliciting sealed bids for the above project. Bids will be received by the Etowah County Commission in Room 107 of the Courthouse, 800 Forrest Avenue, Gadsden, AL 35901 Attn: Debbie Parris until;

**THURSDAY, JULY 5, 2018 @ 9:00 A.M. CENTRAL TIME**

Bids will be opened in the Commission Chambers on the First Floor of the Courthouse, 800 Forrest Avenue, Gadsden, AL 35901 at the above stated time and date. **Bids submitted prior to the bid opening, either in person or by mail, must be directed to the following location:**

**Purchasing Department  
Room 107  
Attn: Debbie Parris, Purchasing Agent  
800 Forrest Avenue (Courthouse), Gadsden, AL 35901**

Prospective bidders are instructed to read the General Terms and Conditions, Special Terms and Conditions, and Bid Specifications very carefully. Bids must be made in compliance with the guidelines in the sections referred to above and sign each in full.

If you have any questions concerning terms and conditions, specifications, or any other aspects of the RFB or RFP, please contact the following:

Contact: Debbie Parris, Purchasing Agent  
Phone: **(256) 549-5307**  
Email: [dparris@etowahcounty.org](mailto:dparris@etowahcounty.org)

***No faxed or email responses will be accepted***

# ETOWAH COUNTY COMMISSION

(revised 02/17/2012)

## GENERAL TERMS AND CONDITIONS

**These General Terms and Conditions are standard and any contradicting requirements of the Special Terms and Conditions of Request for Bid supersede these General Terms and Conditions**

- (1) **All bidders shall comply with Code of Alabama 31-13-9 if applicable.**
- (2) All bid openings and any scheduled pre-bid conferences will be held in the Commission Chambers located on the first floor, Courthouse, 800 Forrest Avenue, Gadsden, Alabama 35901 unless otherwise stated. A pre-bid conference may be requested to review and answer any pertinent questions concerning the bid and the specifications.
- (3) Each bid must be submitted in a separate sealed envelope and received by the Etowah County Commission in the Purchasing Department, Room 107, 800 Forrest Avenue, Gadsden, Alabama 35901. All bidders must use our bid form and show on the envelope the bid number, name of project (purpose), and opening date. Any bid received after the opening date and time will not be considered. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders.
- (4) The Etowah County Commission encourages utilization of minority business enterprise in our procurement activities. The Etowah County Commission provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, disability, religion or age in consideration for an award.
- (5) The attached specifications are being provided to potential bidders as guidelines, which describe the type and quality of equipment, supply, and/or service that the Etowah County Commission is seeking to purchase. The bidder must **indicate compliance or list exceptions to** each specification item for consideration. Failure to comply with this provision could be cause for rejection of the bid.
- (6) The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard of the article desired but does not restrict the bidder to the specified brand, make, manufacturer or specification named. It is to set forth to convey the general style, type, character, and quality of the article desired by the Etowah County Commission. Whenever the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, and which is suited to the same use as that named and which is approved by the Purchasing Department. Vendor shall incur all cost involved in obtaining an independent analysis if the Etowah County Commission deems it necessary to determine the suitability of items as being approved equal.
- (7) It will be assumed that all bids are based upon the specifications unless the bidder stipulates to the contrary on the proposal for; in which case, the bidder shall point out in detail any and all deviations from the specifications. Bidders having items, which do not meet the specifications may offer the same on an optional basis. Minor

exceptions from the specifications may be considered if they do not alter the performance for the intended purpose.

- (8) All bids shall be typewritten or printed in ink on the forms prepared by the Etowah County Commission. Bids prepared in pencil will not be accepted. All proposals must be signed by officials of the corporation or company duly authorized to sign bids. Any bid submitted without being signed will automatically be rejected.
- (9) All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- (10) Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales and manufacturer's taxes. **The Etowah County Commission will assume no transportation or handling charges other than specified in this bid.** The Etowah County Commission is exempted from sales and use tax by 40-23-4-(11) and 40-23-62 (13), Alabama Code (1975).
- (11) Prices quoted to the Etowah County Commission shall remain firm for a minimum of 90 days from the date of opening of the bid, unless so stated differently in the bid.
- (12) The delivery schedule must be entered in the appropriate space in order for the bid to be considered. If all items cannot be delivered on the same schedule, please note variances.
- (13) The bidder shall assume full responsibility for warranty of all components of the equipment. A statement shall be attached with the proposal setting out the conditions of the warranty. The manufacturer's standard warranty shall be furnished.
- (14) The Etowah County Commission reserves the right to request a demonstration of any and all items bid before making the award.
- (15) The Etowah County Commission reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, waive formalities, re-advertise and/or take such other steps deemed necessary and in the best interest of Etowah County Commission. **The Etowah County Commission reserves the right to reject any and all bids for any reason it deems sufficient.**
- (16) All bids will be awarded to the **lowest responsive and responsible bidder.** This determination may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable. When bids are equal, local vendor shall be favored.
- (17) Unless Special Terms and Conditions of the bid specify otherwise, the Etowah County Commission reserves the right to make an award in whole or part to one or more bidders whenever deemed necessary and in the best interest of Etowah County Commission.
- (18) The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold Etowah County Commission harmless from any and all causes of action or claims of damage arising out of or related to bidder's performance under this contract.

- (19) All items bid will be inspected by a representative of Etowah County Commission upon delivery to ascertain compliance with the specifications. Items not in compliance with the specifications will be rejected until proper remedial measures are taken to assume compliance.
- (20) Bidders may be disqualified and bid proposals may be rejected for any of (but not limited to) the following causes:
- (a.) Failure to use the bid forms furnished by Etowah County Commission.
  - (b.) Lack of signature by an authorized representative on the bid form.
  - (c.) Failure to properly complete the bid form.
  - (d.) Evidence of collusion among bidders.
  - (e.) Unauthorized alteration of the bid form.
  - (f.) Failure to comply with Alabama law in regards to contracts.
- (21) Etowah County Commission assumes no legal liability to purchase items or services under any contract unless funds are appropriated for that particular fiscal year.
- (22) Etowah County Commission reserves the right to terminate, without cause, any award made as a result of this bid solicitation by providing a thirty (30) day letter of cancellation notification to the successful bidder. Failure on the part of the successful bidder to comply with all terms and conditions of this bid shall give cause for Etowah County Commission to terminate the award immediately, and to relieve Etowah County Commission of any and all legal obligations associated with the award. In the event the bidder cannot comply with the terms and conditions of a bid on a particular item or transaction, Etowah County Commission reserves the right to obtain the particular item from other vendors.
- (23) Etowah County Commission is to be protected against any **increase above the price in the bid**. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Special Terms and Conditions.
- (24) In accordance with the Alabama Competitive Bid Law, as amended, Etowah County Commission may enter into multi-year leases, purchase, and lease purchase contracts for the acquisition of goods, supplies, materials and all other types of personal property, real property and services for a period not to exceed three years with the following provisions:
- (a.) Contracts shall terminate without further obligation on the part of Etowah County Commission at the end of the first year, or if the Etowah County Commission elects to renew such contract, shall terminate at the end of each subsequent year.
  - (b.) Contracts may provide for automatic renewal unless positive action is taken by the Etowah County Commission to terminate such contract, and the nature of such action shall be determined by the Etowah County Commission and specified in the contract.
- (25) The Etowah County Commission will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to the Etowah County Commission, office of the Purchasing Agent, by the deadline state in the bid request.

(26) Proof of all State, County and local business license must accompany bid.

**AFFIDAVIT**

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_ who, after having been duly sworn, upon oath did depose and say;

That the foregoing bid submitted by \_\_\_\_\_

\_\_\_\_\_ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder. The bidder is not a member of any trust, pool, or combination to control the price of products or services bid on, or to influence any person to bid or not to bid thereon. I further affirm that the bidder has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted Bid. The contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone number \_\_\_\_\_  
Fax number \_\_\_\_\_

\_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBE BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for    County    State

## Evaluation of Bids

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THESE INSTRUCTIONS AND AFFIRM THAT I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS OR PROSPECTIVE BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION. UPON AWARD OF THIS BID, I WILL NOT SUBSTITUTE ANY ITEM ON THIS BID UNDER ANY CIRCUMSTANCES. I ALSO UNDERSTAND THAT THE GENERAL TERMS & CONDITIONS ARE STANDARD AND THAT ANY CONTRADICTING REQUIREMENTS OF THE SPECIAL TERMS AND CONDITIONS OR REQUEST FOR BIDS SUPERSEDE THESE GENERAL TERMS & CONDITIONS.

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**Firm**

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**Street Address**

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**Signed By**

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**Mailing Address**

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**Title**

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**City**

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**Area Code & Telephone**

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**Delivery Time from Date of Order**

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**Federal Tax I.D. #**