

Advertisement for Bids

Sealed proposals will be received by the Montgomery County Commission Purchasing Department at their office at 101 South Lawrence Street, Montgomery, Alabama, 36104 at 10:00 a.m., CST on Thursday, August 15, 2024, at which time and place bids will be publicly opened and read. Bidders are responsible for assuring their bid is received prior to bid opening date and time.

All bids must be submitted in a seal envelope bearing on the outside the title of work, name of the Bidder, and the date of the bid opening. Envelopes containing bids must be addressed as follows and delivered to Montgomery County Commission Purchasing Department, 101 South Lawrence Street, Montgomery County Administrative Building Annex III, Montgomery, AL 36104: **Community Storm Shelter, Bid No. 51100-24B-014.**

A non-mandatory pre-bid conference will be held at 10:00am., CST on Monday, August 5, 2024, at the Flatwood Community Center located at 360 Williams Drive, Montgomery, AL.

The Work of the project includes but is not limited providing and installing one community storm shelter within Montgomery County at the Flatwood Community Center located at 360 Williams Drive, Montgomery, AL 36110. The project shall be completed within ninety (90) working days.

The Invitation to Bid is on file and may be seen at the Office of Montgomery County Administration Reception area in the Montgomery County Courthouse Annex III, 101 South Lawrence Street Montgomery, Alabama and online at www.mc-ala.org.

A cashier's check or bid bond payable to Montgomery County Commission in an amount not less than five percent (5%) of the amount of the bid, but in no event more than \$10,000.00 must accompany the bidder's proposal.

A performance bond in the form and terms approved by the County in an amount not less than the contract price will be required at the signing of the contract if the contract exceed \$100,000.00. In addition, the Contractor must furnish to the County, at the time of signing of the contract a certificate of insurance coverage as provided in the specifications and verification of E-Verify.

The Montgomery County Commission is committed to increase participation by Minority and Women-Owned Businesses (M/WBs) in the procurement process in Montgomery County; to ensure equal opportunity for M/WBs to participate in the procurement process; to prohibit discrimination on the basis of race, color, religion, national origin, sex, age, disability, or veteran status in the procurement process; and to achieve a minimum of 30% participation by M/WBs in the procurement process in Montgomery County.

Bids must be submitted on proposal forms furnished by Montgomery County Commission or copies thereof. All bidders bidding an amount exceeding that established by the State Licensing Board for General Contractors must be licensed under the provisions of Title 34, Chapter 8 Code of Alabama, 1975 as amended, and must show evidence of license before bidding or bid will not be received or considered, the bidder shall show evidence by clearly displaying his or her current license on the outside of the sealed envelope in which the proposal is delivered. Bidder must also include their current license number on the Proposal Form. Montgomery County Commission reserves the right to reject any or all proposals and to waive technical errors if, in the Montgomery County Commission's judgement, the best interest of the Montgomery County Commission will thereby be promoted. No bidder may withdraw his bid within thirty (30) days after the actual date of the opening thereof.

The Montgomery County Commission reserves the right to reject any and all proposals and to waive technical errors, if, in their judgement, the best interests of the Montgomery County Commission will thereby be promoted.

Questions regarding this bid should be directed to Kindell Anderson or Lamar Allen, County Commission Office, Montgomery County Administrative Building Annex III, 101 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1210. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.



Florence M. Cauthen
County Administrator and Purchasing Agent

PART I – INFORMATION / SPECIAL CONDITIONS

1.01. Purpose

Montgomery County is actively seeking bids from qualified bidders, hereinafter referred to as the Contractor, for the purpose of providing and installing one community storm shelter, within Montgomery County **at the Flatwood Community Center located at 360 Williams Drive, Montgomery, AL 36110**. The successful bidder agrees to furnish all necessary labor, tools, equipment, and materials required to perform and complete all work required for the project at the location listed above in full accordance with the specifications, terms, and conditions contained in this Invitation to Bid (ITB).

1.02. Information or Clarification

For information concerning procedures for responding to this ITB, contact Kindell Anderson or Lamar Allen. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.

1.03. Plans and Specifications

Plans and specifications for the project are included in Part II of this ITB and are also on file for examination at Montgomery County Commission Purchasing Department, 101 South Lawrence Street, Montgomery, AL 36104. Bidders wishing to review 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 Part 1, 1.02.

1.04. Preparing and Submitting Bids

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.

The Bid Submittal Form and all required documentation shall be forwarded to Montgomery County Commission Purchasing Department, clearly marked on the outside of the envelope as "Community Shelter Bid". Facsimiles, emails, and oral bids will not be accepted. Bids submitted by mail services must be in a separate inner envelope or package sealed and identified as stated above.

All bids must be received prior to the bid opening. Bids received after the deadline will not be opened.

Bidders may submit modifications or changes to the bid provided any such modification is marked as such and is received prior to the bid opening.

1.05. Questions and Addendum

Any questions that bidders wish to have addressed and which might require an addendum must be submitted to Montgomery County Purchasing Department in writing at least 7 days prior to bid due and open date.

1.06. Site Visit

A non-mandatory pre-bid conference will be held at 10:00am., CST on Monday, August 5, 2024, at the Flatwood Community Center located at 360 Williams Drive, Montgomery, AL.

It is recommended that bidders inspect the location to be serviced prior to submission of a bid. No variation in price or conditions shall be permitted based on a claim of ignorance. Submission of the bid is evidence that the bidder has familiarized themselves with the nature and extent of the work and any conditions that may, in any manner, affect the scope of the work and/or materials required.

1.07. Competency of Bidders

Bids shall be considered only from firms that have been continuously engaged in providing services like those specified herein for a reasonable period and that are presently engaged in the provision of these services. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period.

1.08. Performance

It is the intention of Montgomery County to obtain the services as specified herein from a source of supply that will give prompt and convenient service. The awarded bidder must be able to perform as required under the Scope of Services. Any failure of a successful bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by Montgomery County. Montgomery County reserves the right to obtain these services from other sources, when necessary, should a successful bidder be unable to perform on a timely basis, and such delay may cause harm to the using department or residents.

1.09. Contract Term

The initial term of this contract shall be 90 working days. Montgomery County reserves the right to extend the contract for additional periods, providing both parties agree to the extension; all the terms, conditions, and specifications remain the same, and such extension is approved by Montgomery County.

1.10. Cost Adjustments

The total cost as quoted herein shall remain firm for the term of the contract. Cost adjustments must be presented as a change order and approved by the Purchasing Department prior to any additional work being performed. Montgomery County may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are excessive, or decreases are considered to be insufficient. In the event Montgomery County does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of Montgomery County, the contract can be canceled by Montgomery County upon giving ten (10) days written notice to the Contractor.

1.11. Price

Bidder will quote a firm, fixed cost on the Bid Proposal page. Pricing shall include all costs associated with this project, such as but not limited to, labor, equipment, fuel charges, management, installation, electrical, etc. Payment will be made only after service is completed and approved by Montgomery County.

1.12. Evaluation/Award

Award will be made to the responsible bidder quoting the lowest total cost to Montgomery County. Montgomery County reserves the right to compare specific items, at its discretion, to determine the lowest responsible bidder. It is anticipated that an award will be made within 30 days of the bid opening.

GENERAL INFORMATION

Montgomery County reserves the right to waive any informalities, minor defects, or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered. No bidder will be permitted to withdraw its proposal between the closing time for receipt of proposals and the execution of contract.

Montgomery County will, at its option, in awarding this contract, in compliance with Section 41-16-50, Code of Alabama 1975 will, award the bid to a supplier within its county limits if the bid is no more than five percent greater than the lowest responsible bidder.

Montgomery County may include in the specifications minimum service times. Should the vendor fail to perform service within the time allotted in the bid documents, Montgomery County may, at its option, exercise its right to deduct from the vendor's billing one hundred (\$100.00) dollars per day for each day the service is late. This amount is fixed and agreed upon by the successful bidder and Montgomery County because of the impracticability and extreme difficulty in ascertaining the actual damage Montgomery County would sustain in such an event.

Signing of the bid by the vendor and subsequent acceptance by Montgomery County of the lowest responsible bid will constitute a binding agreement between the Montgomery County and the Vendor. The Vendor understands and agrees that no contract payment will be made until Montgomery County certifies that all stated specifications have been complied with and the service has been performed in full and approved by Montgomery County.

Bids will be evaluated and submitted to Montgomery County for approval as soon as possible after the bid deadline.

Upon award of the contract to the successful bidder, Montgomery County will send a complete set of contract documents, which will include the final agreed-upon price. The Vendor will then sign the Contract Document and return them for signing by Montgomery County. Each party will retain a fully executed set of contracts.

The Contractor agrees to protect, defend, indemnify, and hold harmless Montgomery County and its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

INSURANCE AND LICENSE REQUIREMENTS

1.11. Insurance

Any firm performing work on behalf of Montgomery County must provide proof of Worker's Compensation insurance.

A. Commercial General Liability Insurance

This coverage shall be written on an occurrence basis, including Premises-Operations, Products and Completed Operations, Broad Form Property Damage, and Contractual Liability with all aggregates on a "per job" basis in the following amounts:

- a. General Aggregate: \$2,000,000.00
- b. Products & Operations Aggregate: \$2,000,000.00
- c. Personal & Advertising Injury: \$1,000,000.00
- d. Each Occurrence: \$1,000,000.00
- e. Damage to Rented Premises: \$100,000.00
- f. Medical Expense per Person: \$5,000.00

B. Automobile Liability Insurance

Business Auto Liability Written on a "symbol 1" basis covering "any auto" and including "hired and non-owned vehicles":

- a. Combined Single Limit: \$1,000,000.00

C. Workers Compensation Insurance

1.1 Employer's Liability Insurance Part Two:

- a. Bodily Injury by Accident \$1,000,000.00 each accident
- b. Bodily Injury by Disease \$1,000,000.00 policy limit
- c. Bodily Injury by Disease \$1,000,000.00 each employee

Contractor shall furnish to the Purchasing Department a "Certificate of Insurance" prior to the commencement of any work as described in Section 1.11 (A) evidencing said policy or policies of insurance for each insurance company providing coverage to Contractor showing the required insurance to be in force and certifying that said insurance will not be canceled, non-renewed, or materially changed without first giving Montgomery County thirty (30) days advance written notice of any such cancellation, nonrenewal, or material change; and deleting from the Cancellation Clause of the Certificate of Insurance any language that the required notice will "endeavor to" be given and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives." In the event of any cancellation, nonrenewal, or material change in the insurance coverage about which Montgomery County receives notice, Montgomery County shall have the option of canceling the contract immediately. Montgomery County shall be named as an additional insured on the above-named policies, excluding Worker's Compensation.

PART II – TECHNICAL SPECIFICATIONS / SCOPE OF SERVICE

2.01. General

The Contractor shall furnish all labor, tools, materials, and equipment necessary to accomplish the goals of this project at this facility. The price shall include all charges and shipping charges together with the price. All services shall be made on a schedule to be determined Montgomery County and shall be on a timely basis. If any deposits for equipment or material are required by the bidder, such deposits shall be stated and included in the bid price.

Installation will be performed by the Contractor during regular hours of operation, except when special conditions require installation to be conducted after regular working hours or on weekends. The Contractor is to coordinate all installation with appropriate personnel

with Montgomery County. Any deviation from this schedule is to be reported immediately to the Purchasing Department.

2.02. Contractor Responsibilities

The Contractor shall provide quality materials, workmanship and comply with other applicable requirements of the standard specifications of Montgomery County.

The Contractor shall be responsible for the Safety of the Job Site. The Contractor shall keep the premises free from an accumulation of waste material or rubbish caused by their operations. At the completion of the work, the Contractor shall remove all waste materials and rubbish from the work areas as well as all tools, equipment, machinery, and surplus materials and provide final cleaning and return the space to its original condition.

The Contractor shall comply with the applicable requirements of the Occupational Safety and Health Act of 1970.

2.03. Permits

The Contractor must apply, pay for and obtain any and all permits required for the above work. Additional fees or fines due to violation of the rules of the permitting authority (is) shall be the responsibility of the Contractor. All work shall be performed in accordance with the requirements of the agency or agencies having jurisdiction over such work. All work shall be performed at no additional cost to Montgomery County.

2.04. Location

Location is at the Flatwood Community Center located at 360 Williams Dr., Montgomery, AL 36110 within Montgomery County, Alabama at the Flatwood neighborhood.

2.05. Laws / Ordinances

The Contractor shall observe and comply with all Federal, State, Local, and Municipal Laws, Ordinances, Rules, and Regulations that would apply to this contract.

2.06. E-Verify Requirements

Pursuant to the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act ("the Act"), as a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The Act also provides that no subcontractor on a project paid for by contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by affidavit signed before a notary. The subcontractor shall also enroll in the E-Verify program prior to performing any work on the project and shall attach to the affidavit documentation establishing that the subcontractor is enrolled in the E-Verify program.

2.07 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 fund (ARPA fund). 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.

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 31C.F.R Part 35, and guidance issued by Treasury regarding the foregoing. Bidder shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this ITB.

2.07. Information

The bidder understands that the information contained in these proposal pages is to be relied upon by Montgomery County in awarding the proposed contract, and such information is warranted by the bidder to be true. The bidder agrees to furnish such additional information prior to acceptance of any proposal relating to the qualifications of the bidder, as may be required by Montgomery County.

2.08. Scope of Services

The Contractor shall provide all labor, materials, and equipment necessary to complete the work detailed below.

I. GENERAL

A. Work included:

Provide above-ground community safe room to hold approximately 50 to 75 occupants. The above-ground, pre-engineered, pre-manufactured, ¼" steel plate material tornado shelter with rolled rounded roof and ceiling or equivalent structural design are to meet all specifications and design criteria, must be installed on a 12" thick foundation with perimeter 24" deep x 12" wide footings with steel embeds placed every 8' on center, and shall include a vapor barrier, as needed for a complete and proper installation.

1. Performance criteria for tornado and hurricane shelters will be built on the design criteria in FEMA 361 Second Edition/ August 2008 publication and the manuals and publications listed therein, ICC 500 Building Code, the ASCE 7-05.
2. FEMA 361 manual and ASCE 7-05 present the information necessary for the computation of wind pressures and the loads imposed by winds on the walls, roof, windows, and doors of a sheltered area. The walls, ceiling, floor, foundation, and all connections joining these elements will be designed to resist the pressures and loads calculated from the design wind speed without localized element failure and without separating from one another.
3. The entire structure of the shelter must resist failure from wind pressures and debris impacts. For community shelters, the structural elements and the building envelope must be designed to resist wind-induced loads as well as impacts from debris.

B. Submittals

1. Product data: Contractor will submit the following in accordance with the "Qualifications for Shelter Design: acceptance:
 - a. Manufacturer's specifications and other data needed to prove compliance with the specified requirements of FEMA 361, ASCE 7-05
 - b. Show drawings in sufficient detail of fabrication, installation, and anchorage.
 - c. Manufacturer's recommended installation procedures
 - d. Layouts of foundation and anchor bolt specifications
 - e. Ventilation, providing a minimum of 15 cu. Ft. per person per minute.
 - f. Door(s) and door frame(s). Shelter shall have a total of two (2) handicap-accessible entryways with the door opening to the outside having a 2" overlap and 1" hinge and lock materials.
2. Definitions:
 - a. Building Width: Measured from outside to outside of side wall frame.
 - b. Building Length: Measured from outside to outside of end wall frame.
 - c. Building Height: Measured from the intersection of the top of the roof framing to the top of the concrete floor slab.

II. DESIGN REQUIREMENTS

- a. Design structural systems according to professionally recognized methods and standards, and legal adopted building codes
- b. Design under supervision of Professional Engineer licensed in Alabama.
- c. The approved design by the Professional Engineer will include the foundation/floor slab design as well as the individual shelter.

III. PERFORMANCE CRITERIA

A. Resistance to loads from wind pressure for shelters.

1. Wind pressures are to be determined using ASCE 7-05 Minimum design loads for buildings and other structures (or revisions to this standard). Pressures for the main wind force resisting system are to be used for the walls, ceiling, structural attachments, and foundation system. Pressures for components and cladding are to be used for the door and other attachments to the exterior of the shelter. For computing wind pressures to be used as a service load, the wind velocity shall be minimum of 250 mph (3-second peak gust)
2. The shelters' walls, ceiling and floor will withstand design pressures such that no element shall separate from another (such as walls to floor, ceiling to walls). Such separation shall constitute a failure of the shelter.
3. The entire shelters' structure must resist failure from overturning, shear (sliding) and uplift from design pressures.
4. The allowable stress design method shall be used for the shelters' design for any of the construction materials selected. Unfactored load combinations shall be used in accordance with ASCE 7-05 for allowable stress design. Because of the extreme nature of the wind speed, other environmental loads, such as flood or earthquake loads, should not be added.
5. No important factor shall be added to the pressure calculations because the extreme nature of the design event already accounts for critical nature of the shelter. Therefore, the important factor used in the design computations shall equal one. The internal gust coefficient shall be for buildings with no openings.
6. If the roof of the shelter is exposed at grade, the roof of the shelter shall be able to resist wind pressures as determined in sections 1(a) through (e).

B. Windborne missile impact resistance on shelters' walls and ceilings.

1. Loads from windborne missile impacts must be considered. For design purposes, it is assumed that the design wind speed of 250 mph propels a 15-lb—Missile horizontally at 100 mph. The design missile is a nominal 2x4 wood board, 12 feet long, weighing 15 lbs., striking the Shelters' enclosure on end 90 degrees to surface. The vertical design speed is 2/3 of the horizontal speed, or 67 mph.
2. The walls and ceilings of the Shelter must resist perforation by the design missile such that the missile does not perforate the inside most surface of the Shelter. Only Shelters' wall openings used for access are permitted. Windows, skylights, or other similar openings shall not be used unless they have been laboratory tested to meet the missile impact criteria of section 2(a). Note: The Wind Engineering Research Center at Texas Tech University has tested numerous materials and materials combinations and should be contacted regarding performance of those materials.

C. Other Loads

The designer should assess whether an adjacent structure is a liability to the Shelter; that is if it poses a threat to the Shelter from collapse. If the adjacent structure is deemed a liability, the loads imposed upon the Shelter due to the collapse of the adjacent structure shall be considered as an additional impact load on the Shelter.

D. Shelters' Access Doors and Door Frames

1. The shelter's entry door and frames shall resist the design wind pressures for components and cladding of this criteria and the missile impact loads of FEMA 361. Only doors and their frames that can resist calculated design wind pressures and are constructed of materials tested and passed by Texas Tech WISE Research Center for missile impacts are acceptable. All doors shall have sufficient points of connection to their frame to resist design wind pressure and impact loads. Unless specifically designed for, each door shall be attached to its frame with a minimum of six points of connection. Note: See the design specifications and details for Shelter doors in FEMA 361 publication were developed through calculations and laboratory testing at Texas Tech University.
2. The doorways shall provide minimum clear opening width of 32" for wheelchair accessibility. The transition from the concrete sidewalk into the shelter must not exceed 1/4" vertical rise. If a threshold is provided, it must be wheelchair accessible.

E. Shelters' Ventilation (FEMA 361)

1. Forced air ventilation for the Shelter shall be provided. A protective shroud or cowl, meeting the missile impact requirements of FEMA 361, must protect any ventilation openings in the Shelter. The ventilation system must be capable of providing the minimum number of air changes for the shelter's occupancy rating of 15 cubic feet per person per minute.
2. All mechanical, electrical, and other equipment proving this ventilation must be protected to the same standards as the Shelter.

F. Emergency Lighting and Lighted Exit Signs

1. Emergency lighting shall be provided for these Shelter.

2. A lighted EXIT sign shall be installed over each door.

G. Shelters' Accessibility

The needs of persons with disabilities requiring Shelter space must be considered, and the appropriate access for such persons must be provided in accordance with the Americans with Disabilities Act (ADA).

H. Submittals

1. Design data: Provide detailed Design Criteria and Calculations. Design shall be certified by a professional Engineer who is licensed in the State of Alabama.
2. Certification: Manufacturer certification that the building conforms to the contract documents and the manufacturer's standard design procedures.
3. Shop Drawings: Show building layout, primary and secondary framing member sizes and location, cross-section, and product and connection details.
4. Product Data: Information on manufactured products to be incorporated into the project.
5. Color: White
6. Anchor Bolt Drawings: Layout with bolt diameters.
7. Steel Embed Plate Design: Design showing layout and weld specifications for primary anchoring method.
8. Emergency Back-Up Generator: If a generator is used, it must have protective housing. The housing should be designed and manufactured using materials the same as the Shelter and be certified by an Alabama PE.

IV. PRODUCT

- A. Shelter shall be a pre-manufactured above-ground 1/4" steel plate, with rolled rounded roofs and ceilings or equivalent structural design to meet all specifications and design criteria.

1. For purposes of this project the Shelter shall consist of a steel enclosure that is permanently attached to a concrete slab/foundation. The slab/foundation system and its reinforcement are to be designed as part of the Shelter by the manufacturer's structural engineer.
 - a. The manufacturer will be responsible for the preparation of the subgrade as required to accommodate the foundation system and set the floor elevation of the Shelter as indicated or required to provide wheelchair access and positive drainage away from the Shelter.

B. Metal Materials

1. Select materials and material yield strengths based on building design requirements:
2. These above-ground Shelter, if beaming is optioned, require and additional asphalt or tar-based coating on the outside lower 40" of the sidewalls, as an approved means of protection from corrosion and also a detail showing how water will be prevented from entering the shelter.

C. Framing Components

1. Primary Framing: Provide a welded steel frame as required to meet the design criteria.
2. The frame shall be anchored to a cast-in-place concrete monolithic slab/foundation system that is reinforced as required by the manufacturer's design engineer.

D. Roofs and Wall Panels Components

1. Steel walls, rounded roof panels, or equivalent structural design to meet all specifications and design criteria. Doors and ventilation guards shall be constructed of 1/4" thick steel materials, which have been tested and passed by Texas Tech WISE Research Center, to meet the design criteria.
2. Panel construction shall form a weather-tight barrier and shall be attached to the primary framework as required by the design engineer.

E. Doors and Door Hardware

1. The doors shall be operable with a minimum of force. Latches shall be operated with level-type handles that comply with the ADAAG. The door(s) shall swing out and have a 2" minimum overlap and 1" hinge and lock materials.
2. The doorways shall provide a minimum clear opening of 32" for wheelchair access.
3. The thresholds shall comply with the ADAAG for wheelchair accessibility.

V. EXECUTION

A. Examination

1. Verify that the size accommodates the number of occupants stated.
2. Verify that the foundation complies with the Design Criteria and is installed correctly.
3. Verify that the anchor bolts are the indicated size and installed as specific on the anchor bolt shop drawings.

B. Erection/Installation

1. Erect or install building system in accordance with manufacturer's instructions, engineers' drawings, and other documents.
2. Make sure the entire building system works as required by engineer's recommendations and specifications.

C. Period of Installation

Must be installed and certified within 180 days from the date of receipt of the notice to proceed.

QUALIFICATIONS FOR SHELTER DESIGN ACCEPTANCE

The qualified vendor must be able to accomplish the following tasks with the construction and placement of the shelter for Montgomery County.

1. Deliver and install above-ground, pre-engineered, pre-manufactured, modular 1/4" steel plate material Shelter with rolled rounded roofs and ceilings or equivalent structural design to meet all specifications and design criteria, including an emergency generator with a

protective housing, which complies with FEMA 361 Second Edition/August 2008 Community shelter Design Criteria and is certified by an Alabama Licensed Professional Engineer.

2. Vendor must submit with his bid proposal the drawings and specifications by the same PE for the shelter and the foundation, including Wind Analysis and Impact Calculations for an above-ground Community Storm Shelter, prepared in accordance with referenced design standards in ANSI/ASCE 7-05 Wind Loads, and FEMA 361. Drawings, specifications, and Wind Analysis/ Impact Calculations must be certified with an Alabama Licensed Professional Engineer's Seal of Approval for the Shelter and the foundation. Documentation of testing performance by an independent testing laboratory on the anchoring system used to secure the Shelter to the foundation shall be submitted as certification of compliance.
3. This Shelter's installation shall each be with rolled rounded roofs and ceilings or equivalent structural design to meet all specifications and design criteria and be constructed of 1/4" solid steel plate materials with two (2), six (6) point locking door(s), with one (1) being a keyed lock for security. Door(s) must be fully handicapped accessible. Shelter shall have a minimum 3" X 3" angle frame ribbing on 48" centers, 3/8" x 4" x 4" angle anchor frame using 3/4" anchor bolts a minimum of eight (8) inches in length with bolt holes on 24" center. Shelter/Shelters' hulls are to be anchored directly to concrete foundation and grounded, using materials required as stated in anchoring system.
4. Vendor will provide breaker box mounting brackets, with a welded receptacle box for light and switch installations, mounting brackets for fluorescent lights and emergency lighting. Vendor shall provide a lighted EXIT sign with emergency light over each door. Shelter must be grounded at multiple locations, including the center row of seats, with copper wire and grounding rods to meet national and local electrical code requirements.
5. Vendor must provide a powered forced air ventilation system to provide a minimum of 15 cubic feet of fresh air per person per minute. All ventilation system exterior intake/exhaust ducts must have a protective shroud or cowling that meets the same missile impact requirements as the Shelter. Intake and exhaust ducts must have interior baffles to prevent debris from entering the shelter.
6. An additional protective coating of asphalt-based material is to be rolled on or sprayed on the lower 40 inches of the exterior Shelter's sidewalls if the Shelter are to be harmed.
7. Vendor will provide a concrete foundation with #5 rebar reinforcement on a 12" thick foundation and a 24" x 12" perimeter footing and shall include a vapor barrier. Vendor will form and finish the concrete.
8. Vendor will provide backhoe services for foundation preparation.
9. Vendor will provide Shelter's transportation to the site.
10. Vendor will supply crane services. For safety reasons, only a Professional Crane Service Company and an operator may be used for offloading the Shelter.
11. A generator shall be included in the bid request; a generator, transfer switch, and generator protective covering will be provided by the vendor. A generator must have a protective cover made from the materials and be protected the same as the Shelter. The protective generator covering must have Wind Analysis/Impact Calculations certification with an

Alabama Licensed Professional Engineer's Seal of Approval and be in compliance with FEMA 361 Specifications and be preserved in the same manner as the Shelter.

Copies of the following shall be included with the bid and numbered according to the number assigned below (1-13).

1. The Bid Submittal Forms Attachment Nos. 1 and 2.
2. Drawings of the Shelter and the foundation with an Alabama PE Seal of Certification.
3. Proof of successful door testing at Texas Tech Wind and Science Engineering Department.
4. Proof of minimum of two (2) years' experience constructing and installing community Shelters of similar size and specifications.
5. Three (3) references for the satisfactory completion of the delivery and installment of comparable size community shelters and revenue volume.
6. A cashier's check drawn on an Alabama bank or a bid bond in compliance with the State of Alabama, payable to the Montgomery County Commission.
7. The bid shall also include a written statement under oath disclosing any relationship between the bidder and the architect, engineer, or other party to the project or between the officers thereof.
8. The bid shall include a non-collusion affidavit.
9. Signed copy of the Certificate of Compliance with ACT-2016-312.
10. Signed copy of the Certificate of Compliance with ACT-2023-409
11. Signed copy of Federal ARPA Certification Form
12. Signed copy of Montgomery County Commission Minority Forms 1-4.
13. Signed copy of any addenda, as applicable.

PART III-RESPONSIBILITIES OF PARTIES

3.01-Contractor Responsibilities

Time is of the essence with this project; work is expected to be completed in a timely and professional manner.

All work and installation of materials shall be performed per the manufacturer's recommendations.

All construction debris is to be hauled away and disposed of properly by Contractor.

Job site shall be cleaned and maintained daily by Contractor.

Security and Safety of the Job Site.

3.02–Montgomery County Responsibilities

Provide access to the work area.

PART IV–ADDITIONAL REQUIREMENTS OF BIDDER

4.01–*The successful company will be required to have a current business license and State Contractor's License and supply proof of insurance.*

Attachment No.1

Bid Submittal Form

Company Name: _____

Address: _____

Company Representative _____

Title: _____

Email Address: _____ Phone No. _____

License No. _____

By submitting this bid, we agree:

Initials

That the shelter 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 contract 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 and as defined in this ITB _____

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

That the 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 terms. _____

Signature of company representative submitting bid:

_____ Title: _____

Attachment No. 2

Bid Submittal Form

Bidder Name: _____

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

Evaluation of pricing will be based upon the delivery and installation of one (1) prefabricated community shelters meeting the specifications set forth herein. The County further reserves the right to purchase and have installed additional shelters for a period of two (2) years following the execution of any agreement at the same price per shelter set forth in this bid.

Quantity	Description	Total Price
1	Delivery and Installation including any other administrative requirements, required in the scope of work	\$ _____

By signing below, bidder agrees to supply the good 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

REFERENCE LIST

This reference list shall be completed and attached to the bid form when submitted to the Purchasing Office. Bids received without this completed reference list will be disqualified.

List three (3) references of satisfactory completion of the delivery and installment of comparable size community shelters and revenue volume.

1. _____
Agency/Company Name

Name of Contact Person/Title

Phone Number Email Address

Brief Description of Project

Revenue Volume _____

2. _____
Agency/Company Name

Name of Contact Person/Title

Phone Number Email Address

Brief Description of Project

Revenue Volume _____

3. _____
Agency/Company Name

Name of Contact Person/Title

Phone Number Email Address

Brief Description of Project

Revenue Volume _____

NON-COLLUSION AFFIDAVIT

State of _____

Bid # _____

County of _____

I state that I am _____ of _____
(Title) (Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- 1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- 2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be discussed before bid opening.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- 4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- 5) _____ its affiliates, subsidiaries, officers directors
(Name of Firm)
and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the
(Name of Firm)
above representations are material and important and will be relied on by _____
(Name of Public Entity)

in awarding the contract(s) for which this bid is submitted. I understand that my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from _____
(Name of Public Entity)

of the true facts relating to the submission for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20____.

(Notary Public)

My Commission Expires

Certificate of Compliance with Act 2016-312

Date: _____

Re: Contract/Grant/Incentive (described 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
representation 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: _____

CERTIFICATE OF COMPLIANCE WITH ACT # 2023-409

RE: Contract (describe by number or subject) _____ by and between
the

_____ County Commission and
_____(Contractor)

The undersigned hereby certifies as follows:

1. The undersigned holds the position of _____ with the Contractor named above, is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Act # 2023-409 of the Alabama Legislature.

2. The Contractor is a for-profit entity, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company with 10 or more full-time employees.

3. The Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts. Without an ordinary business purpose, the Contractor does not and will not refuse to deal with, terminate business activities with, or otherwise take any commercial action that is intended to penalize or inflict economic harm on a company solely because the company, without violating controlling law or regulation, does any of the following:

- a) Engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy, timber, mining, or agriculture.
- b) Engages in, facilitates, or supports the manufacture, import, distribution, marketing or advertising, sale, or lawful use of firearms, ammunition, or component parts and accessories of firearms or ammunition.
- c) Does not meet, is not expected to meet, or does not commit to meet environmental standards or disclosure criteria, in particular to eliminate, reduce, offset, or disclose greenhouse gas emissions.
- d) Does not meet, is not expected to meet, or does not commit to meet corporate employment or board composition, compensation, or disclosure criteria.
- e) Does not facilitate, is not expected to facilitate, or does not commit to facilitate access to abortion or sex or gender change surgery, medications, treatment, or therapies.

Certified this _____ day of _____, 20_____.

Signature of Contractor's Authorized Representative

Printed Name and Title of Contractor's Authorized Representative

BID BOND

The PRINCIPAL (Bidder's Name and Address)

The SURETY (Name and Principal Place of Business)

The OWNER (Name and Address)

The PROJECT for which the Principal's Bid is submitted: *(Project name as it appears in the Bid Documents)*

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than Ten-thousand Dollars (\$10,000.00).

THE CONDITION OF THIS OBLIGATION is that the Principal has submitted to the Owner the attached bid, which is incorporated herein by reference, for the Project identified above.

NOW, THEREFORE, if, within the terms of the Bid Documents, the Owner accepts the Principal's bid and the Principal thereafter either:

- (a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the form contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or
- (b) fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the Owner the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the Owner may award a Construction Contract for the same Work to another bidder, then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the Owner may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED this _____ day of _____, _____.

ATTEST:

PRINCIPAL

By _____

Name and Title
ATTEST
PRINCIPAL:
By _____

Name and Title SURETY: _____
By _____

**FEDERAL ARPA CERTIFICATION FORM
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER
FEDERAL AWARDS (APPENDIX II TO 2 CFR PART 200)**

Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by Montgomery County shall contain the procurement provisions of Appendix II to Part 200, as applicable. In order for Montgomery County to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state and local law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200. All County Vendors and Contractors (collectively, "Entities") must complete this Certification Form regarding their willingness and ability to comply with the requirements which may be applicable to specific Montgomery County purchases using federal grant funds. Failure to complete the form may impact the ability of Montgomery County to purchase from the Entity using federal funds.

Entity Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Entities violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule above, when Montgomery County expends federal funds, Montgomery County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. An Entity should refer to the relevant clauses in the bid packet.

Termination for Cause or Convenience

For any purchase or contract in excess of \$10,000 made using federal funds, Entity agrees that the following terms and condition shall apply:

Montgomery County may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing thirty (30) calendar days advance written notice to the Entity. If this Agreement is terminated in accordance with this Paragraph, Montgomery County shall only be required to pay Entity for goods or services delivered to Montgomery County prior to the termination and not otherwise returned in accordance with Entity's return policy. If Montgomery County has paid Entity for goods or services not yet provided as of the date of termination, Entity shall immediately refund such payment(s).

Equal Employment Opportunity

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clauses, which are hereby incorporated into Entity's agreement:

- 1) The Entity will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Entity will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual

orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Entity agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Entity will, in all solicitations or advertisements for employees placed by or on behalf of the Entity, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The Entity will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Entity's legal duty to furnish information.

4) The Entity will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Entity's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Entity will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Entity will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Entity's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Entity may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Entity will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant

to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor. The Entity will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event an Entity becomes involved in, or is threatened with, litigation with a subcontractor or another Entity as a result of such direction by the administering agency, the Entity may request the United States to enter into such litigation to protect the interests of the United States.

9) The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

10) The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Entities and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

11) The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with an Entity debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Entities and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Contract Work Hours and Safety Standards Act

Compliance with the Contract Work Hours and Safety Standards Act.

Overtime requirements. No Entity or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Entity and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Entity and subcontractor shall

be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

Withholding for unpaid wages and liquidated damages. The Montgomery County Commission shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the Entity or a subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

Subcontracts. The Entity or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Entity shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Environmental Compliance

Environmental Laws.

The Entity and its subsidiaries are (i) in compliance with any and all applicable material foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws"), (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their Appendices A-24 respective businesses and (iii) are in compliance with all terms and conditions of any such permit, license or approval.

Clean Air Act.

The Entity agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Entity agrees to report each violation to Montgomery County and understands and agrees that Montgomery County will, in turn, report each violation as required to assure notification to the Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

The Entity agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal grant funds.

Federal Water Pollution Control Act.

The Entity agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Entity agrees to report each violation to Montgomery County and understands and agrees that Montgomery County will, in turn, report each violation as required to the Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

The Entity agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with grant funds.

Debarment and Suspension

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Entity is required to verify that none of the Entity's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Entity must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Montgomery County. If it is later determined that the Entity did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Montgomery County, the Appendices A-25 federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Pursuant to the Federal Rule above, when federal funds are expended by Montgomery County, the Entity certifies that during the term of an award for all contracts by Montgomery County resulting from this procurement process, the Entity certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the Entity or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the Entity will notify Montgomery County.

x _____
Signature of Entity's Authorized Official
x _____
Name and Title of Entity's Authorized Official

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Entities who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay 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.

Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

The New Restrictions on Lobbying, 31 C.F.R. Part 21, are hereby incorporated by reference and bind the Entity. If applicable, Entities must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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.

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.

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.C. 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 Entity, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Entity 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.

X _____
Signature of Entity's Authorized Official

X _____
Name and Title of Entity's Authorized Official

Procurement of Recovered Materials

In the performance of this contract, the Entity shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

Competitively within a timeframe providing for compliance with the contract performance schedule. Meeting contract performance requirements; or

At a reasonable price.

The Entity also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Prohibition on Contracting for Covered Telecommunications Equipment or Services

1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

2) Prohibitions.

a) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

b) Unless an exception in paragraph (c) of this clause applies, the Entity and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3) Exceptions.

a) This clause does not prohibit Entities from providing—

- i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

b) By necessary implication and regulation, the prohibitions also do not apply to:

- i. Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and

- b. Are not used as critical technology of any system.
- ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4) Reporting requirement.

- a) In the event the Entity identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Entity is notified of such by a subcontractor at any tier or by any other source, the Entity shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- b) The Entity shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Entity shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5) Subcontracts. The Entity shall insert the substance of this section regarding Contracting for Covered Telecommunications Equipment or Services, in all subcontracts and other contractual instruments.

Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, the Entity should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pre-Award Costs

Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding under this Agreement.

Conflict of Interest

The Entity understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such policy is applicable to each activity funded under this award. Entities must disclose in writing to the County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

Hatch Act

Entity agrees to comply, as applicable, with requirements of the Hatch Act (U.S.C. §§ 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.

Increasing Seat Belt Use in the United States

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

Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Entity is encouraged to adopt and enforce policies that ban text messaging while driving.

Maintenance of and Access to Records

- 1) Entity shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Social Security Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding foregoing.
- 2) The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Entity in order to conduct audits or other investigations.
- 3) Records shall be maintained by Entity for a period of five years after all funds have been expended or returned to Treasury, whichever is later.

Reporting

- 1) Entity agrees to comply with all reporting requirements established by Treasury as they relate to this award, including financial, performance, and compliance reporting as described in the latest version of Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities published by Treasury and available at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf> ("Treasury Reporting Guidance").
- 2) Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied.
- 3) Reporting must be consistent with the definition of expenditures in 2 C.F.R. § 200.1.
- 4) Entity must appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with the appropriate accounting standards and principles.
- 5) Entity must establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting.
- 6) Entity must provide the County with the information necessary for the County to produce and submit a quarterly Project and Expenditure Report to Treasury.
 - a) Due Dates. Project and Expenditure Reports are due from the County to Treasury on October 31, January 31, April 30, and July 31, beginning October 31, 2021 through

October 31, 2026, with a final report due March 31, 2027. In order for the County to meet these deadlines, Entity must provide the required information to the County for inclusion in the report no later than 15 calendar days prior to the County's deadline.

b) Contents. Entity must provide information to the County as requested on all projects funded under this Agreement when requested as part of quarterly and ad hoc reporting completed by the County. This information includes, but is not limited to:

- i. Entity identifying and demographic information (e.g., DUNS number and location).
- ii. Award number (e.g. Agreement number, Loan number).
- iii. Award date, type, amount, and description.
- iv. Primary place of performance.
- v. Quarterly obligation and expenditure amount.
- vi. Project Name and Description
- vii. Additional programmatic performance indicators for select Expenditure Categories as indicated in Treasury's Reporting Guidance.

Universal Identifier

Entity shall utilize Universal Identifier and System for Award Management (SAM), 2 C.F.R Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

Reporting Subaward and Executive Compensation

Entity agrees to adhere to the provisions regarding Reporting Subaward and Executive Compensation, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to C.F.R. Part 170 is hereby incorporated by reference.

Mandatory Disclosures

Entity must disclose, in a timely manner, in writing to the Federal awarding agency or passthrough entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Drug Free Workplace

Entity must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. The County may request a copy of this policy.

Relocation and Real Property Acquisition

Entity must comply with applicable provisions of 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

Title VI, Civil Rights Act of 1964

Entity shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Solicitation of Minority and Women-Owned Business Enterprises

Entity shall comply with provisions of 2 C.F.R. § 200.321, which requires recipients and subrecipients of federal grant funds, when entering into any contract subject to the federal procurement standards in Subpart D of 2 C.F.R. Part 200 to take all necessary affirmative steps to assure that minority businesses, women's businesses, and labor surplus area firms are used when possible.

Fair Housing Act

Entity shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap, or familial status.

Rehabilitation Act Section 504 – Persons with Disabilities

Entity in the implementation of projects funded by this Agreement and in all of its other operations, will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC. 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the County from and against any and all liability for any noncompliance on the part of the Subrecipient.

Age Discrimination

Entity shall abide by the Age Discrimination Act, which provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination because of age, in any activity related to this agreement. Actions that disproportionately effect an age group, if those actions are based on a factor bearing "a direct and substantial relationship to the normal operation of the program or activity or to the achievement of a statutory objective" are permissible (Age Discrimination Act of 1975 [42 USC 6101], with administrative rules 31 CFR Part 23).

AMERICANS WITH DISABILITIES ACT (ADA)

Entity must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Company Name

Signature of Authorized Company Official

Printed Name

FORM 1

MONTGOMERY COUNTY COVENANT OF NON-DISCRIMINATION

It is the policy of Montgomery County to promote full and equal business opportunities for all people. The undersigned covenants that they have not discriminated based on a firm's minority, or gender status, regarding prime contracting, subcontracting, or partnering opportunities. The undersigned further covenants that they have truthfully and fully completed the required forms; and will further truthfully and fully complete and submit all required forms during the term of this project.

The Bidder agrees to the following:

1. To adopt the policies of Montgomery County relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds provided by Montgomery County.
2. To not engage in discriminatory conduct; To provide a discrimination-free working environment;
3. That this Covenant of Non-Discrimination shall be continuing in nature and shall remain in full force and effect without interruption;
4. That this Covenant of Non-Discrimination shall be incorporated by reference into any contract or portion thereof which we may hereafter enter for the term of this project; and
5. Our failure to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract.

Bidding Company: _____

Authorized Agent: _____

Title: _____

Sworn to and subscribed before me on this the _____ day of _____, 2024.

S E A L

Notary Public
My Commission Expires: _____

FORM 2

MONTGOMERY COUNTY SUB-CONTRACTOR CONTACT FORM

List all local subcontractors or suppliers (*M/WBE and Non-M/WBE*) that were contacted regarding this project

Name of Sub-Contractor/Supplier	Company Name, Address, and Phone Number	Montgomery County Business License? (Yes or No)	Type of Work Solicited For	Business Ownership (Enter Code Below)	Results of Contact

Bidder's Name: _____ Signature _____ Date _____

FORM 3

MONTGOMERY COUNTY SUBCONTRACTOR PROJECT PLAN SUBCONTRACTOR/SUPPLIER UTILIZATION

List all MBE/WBE subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-Contractor/Supplier	Company Name, Address, Email, and Phone Number	Montgomery County Business License? (Yes or no)	Type of Work to be Performed below	Owner of Business (See code	Dollar (\$) Value of Work	Percentage of Total Bid Amount

Total Business, % _____ Total Small Business % _____ Total Minority Business % _____

Diversity Code: MBE (Minority Business Enterprise) WBE (Women Business Enterprise) _____

Name: _____ Date: _____

Signature: _____

FORM 4
MONTGOMERY COUNTY
GOOD FAITH EFFORTS
Checklist

A Company that does not meet the Program participation goal is required to demonstrate that it made "good faith efforts." Indicate which of the following actions were taken:

- | Yes | No | |
|------------------------------|--------------------------|--|
| 1. ☐ | ☐ | Attendance at a pre-bid/proposal meeting, if any, scheduled by Montgomery County to inform M/WBEs of subcontracting opportunities under a given solicitation; Advertisement for solicitation of M/WBEs in general circulation media, trade association publications, and minority focused media, to provide notice of subcontracting opportunities. |
| 2. ☐ | ☐ | Advertisement in media of general circulation at least seven (7) days prior to bid opening of all Sub-contractor opportunities. |
| 3. ☐ | ☐ | Provided interested M/WBEs with timely, adequate information about the Program's specifications, and other such requirements of the Contract. Conducted follow up to initial solicitations. |
| 4. ☐ | ☐ | Provided written notice to M/WBEs that their interest in subcontracting opportunities or furnishing supplies is solicited. Provided a contact log showing the name, address, email and contact number (phone or fax) used to contact the proposed certified sub- contractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, and the amount of the quoted price if one was obtained. |
| 5. ☐ | ☐ | Efforts were made to divide the work for M/WBE subcontracting in areas likely to be successful and identify portions of work available to M/WBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder to perform the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting. |
| 6. ☐ | ☐ | Efforts were made to assist potential M/WBE subcontractors to meet bonding, insurance or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that an M/WBE could not readily and economically obtain them in the marketplace. |
| 7. ☐ | ☐ | Utilization of services of available minority community organizations, minority contractor groups and other organizations that provide assistance in the recruitment and placement of M/WBEs. |
| 8. ☐ | ☐ | Communication with the Montgomery County Procurement Department seeking assistance in identifying available M/WBEs. |
| 9. ☐ | ☐ | Exploration of joint venture opportunities with M/WBEs. |
| 10. ☐ | ☐ | Other actions (specify): |

Please explain any "no" answers listed above (by number). *This list is a guideline and by no means exhaustive. Montgomery County will review these efforts towards assessing the Company's efforts to meet the Program's goal.*

SAMPLE CONSTRUCTION CONTRACT

This Construction Contract is entered into this ____ day of _____, between Montgomery County, Alabama ("Owner"), Montgomery County Commission, Administrative Building Annex III, 101 South Lawrence Street, Montgomery, AL 36104 and ("Contractor"), Address for the Work of the Project, identified as: Community Storm Shelter for Flatwood Community Center located at 360 Williams Drive, Montgomery, AL 36110, Bid No. 51100-24B-014.

Unit Prices and Quantities to be Inserted

The CONTRACT DOCUMENTS are dated July 2024 and have been amended by Addenda: _____

The CONTRACT SUM is _____ Dollars

(\$ _____) and is the sum of the Contractor's Base bid for the Work and the following:

The CONTRACT TIME is ninety (90) calendar days.

THE OWNER AND THE CONTRACTOR AGREE AS FOLLOWS:

The Contract Documents, as defined in the General Conditions of the Contract are incorporated herein by reference. The Contractor shall perform the Work in accordance with the Contract Documents. The Owner will pay and the Contractor will accept as full compensation for such performance of the Work, the Contract Sum subject to additions and deductions (including liquidated damages) as provided in the Contract Documents. The Work shall be commenced on a date to be specified in the Notice to Proceed.

LIQUIDATED DAMAGES for which the Contractor and its Surety (if any) shall be liable and may be required to pay the Owner in accordance with the Contract Documents shall be equal to one hundred and 00/100 Dollars (\$100.00) per calendar day.

STATE GENERAL CONTRACTOR'S LICENSE: The Contractor does hereby certify that Contractor is currently licensed by the Alabama State Licensing Board for General Contractors and that the certificate for such license bears the following:

License No. _____	Bid Limit: _____	Classification: _____
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The Owner and Contractor have entered into this Construction Contract as of the date first written above and have executed this Construction Contract in sufficient counterparts to enable each contracting party to have an originally executed Construction Contract each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.

The Owner does hereby certify that this Construction Contract was let in accordance with the provisions of Title 39, Code of Alabama 1975, as amended, and all other applicable provisions of law.

SIGNATURE OF CONTRACTING PARTIES