



August 16, 2024

RFP 24-03-11

Subject: Request for Proposal

Prospective Proposers:

Sealed proposals for **Cahaba Audiovisual Upgrade** will be received in the Purchasing Office, located at 3600 First Avenue North, Birmingham, Alabama until 10:00 a.m., Tuesday, September 24, 2024, at which time and place they will be publicly opened and read.

Requests for "Requirements" and "Proposal Forms" should be directed to [Jonathan.Jett@bwwb.org](mailto:Jonathan.Jett@bwwb.org). All proposals shall be F.O.B. destination, freight prepaid and no charge. Proposals should be submitted in one envelope containing a copy of all RFP documents, addenda (if applicable), and completed forms.

The Board reserves the right to reject any or all proposals submitted, to waive any informalities and technicalities, and to issue award to the proposer deemed to best and most economically serve the "Board's" interests. After length of agreement has been established, the board reserves the right to renew for up to two one-year terms, or as allowable by Alabama state law, if agreed to by both parties.

All proposals must be delivered to 3600 First Avenue North, Birmingham, Alabama 35222, directed to the attention of the Purchasing Superintendent and marked in the lower left-hand corner of the envelope as follows: "Proposals for Cahaba Audiovisual Upgrade due 10:00 a.m., Tuesday, September 24, 2024."

Yours truly,

A handwritten signature in black ink, appearing to read 'J. Jett'.

Jonathan Jett  
Purchasing Superintendent

**TIMELINE**

| <b>Description</b>                       | <b>Date</b>                             | <b>Time</b> | <b>Location</b>  |
|--|---|-------------|--|
| Release of solicitation                  | August 15                               | N/A         |  |
| Mandatory Meeting                        | August 26                               | 10:00 a.m.  | Cahaba Museum<br><br>4012 Sicard Hollow Rd, Birmingham, AL 35243 |
| Deadline for written questions           | August 29                               | 4:00 p.m.   |  |
| Responses given to written questions     | September 5                             | 4:00 p.m.   |  |
| Proposals close date, submissions opened | September 24                            | 10:00 a.m.  | MS Teams Link in Email   |
| Evaluation completed                     | <i>One to two weeks after opening</i>   | N/A         |  |
| Finalize contract terms                  | <i>Two to three weeks after opening</i> | N/A         |  |

**REQUIREMENTS**

**TELEPHONE INQUIRIES - NOT ACCEPTED:**

Telephone inquiries with questions regarding clarification of any and all specifications of the RFP will not be accepted. All questions must be e-mailed to Jonathan Jett at [Jonathan.Jett@bwwb.org](mailto:Jonathan.Jett@bwwb.org) no later than the 4:00 pm CT on August 29, 2024.

Submissions may be withdrawn, modified, and resubmitted prior to the formal Proposal opening due date. Any submission modification(s) submitted after the "Proposal Opening Due Date" will not be considered.

The BWB reserves the right to accept or reject any or all Proposals, or any part of any

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Proposal, and to waive any informalities or irregularities in the Proposal.

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the offeror. All copies and contents of the Proposal, attachments, and explanations thereto submitted in response to this RFP, except copyrighted material, shall become the property of the BWWB regardless of the Consultant selected. Response to this solicitation does not constitute an agreement between the offeror and the BWWB.

The BWWB is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the BWWB, or any other means of delivery employed by the offeror. Similarly, the BWWB is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. Late bid responses will be retained in the bid file, unopened.

## REQUEST FOR PROPOSALS

Sealed Proposals marked "Cahaba Audiovisual Upgrade" will be received by the Purchasing Department, 3600 First Avenue North, Birmingham, Alabama, 35222.

Proposals will be accepted until 10:00 A.M. Central Time (standard or daylight savings time, as applicable) on **September 24, 2024**. Proposals submitted after this date & time will not be considered.

Proposals will be opened at **10:00 AM. on September 24, 2024**.

### **STATEMENT OF PURPOSE**

The BWWB is currently interested in selecting a vendor to install audiovisual (AV) equipment in its museum facility, encompassing common areas and the boiler room.

### **TERM OF CONTRACT**

The contract shall cover a period of TBD.

### **INQUIRIES**

Questions about this RFP should be directed in writing, via e-mail to Jonathan Jett at the address shown below, no later than the end of business on **August 29, 2024, 4:00 p.m. CST**. Correspondence with individuals other than those listed herein will not be allowed.

**Jonathan Jett, Purchasing Superintendent**  
**The Birmingham Water Works Board**  
**Purchasing Department**  
**3600 First Avenue North**

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**Birmingham, Alabama 35222**  
**E-Mail: [Jonathan.Jett@bwwb.org](mailto:Jonathan.Jett@bwwb.org)**

### **INTERPRETATIONS AND ADDENDA**

No interpretation or modification made to any respondent as to the meaning of the RFP shall be binding on the BWWB unless submitted in writing and distributed as an addendum by the BWWB's Purchasing Department.

Interpretations and/or clarifications shall be requested in writing and directed to Jonathan Jett, the BWWB, Purchasing Superintendent 3600 First Avenue North, Birmingham, AL, 35222, ([Jonathan.Jett@bwwb.org](mailto:Jonathan.Jett@bwwb.org)). Please include Jonathan Jett [Jonathan.Jett@bwwb.org](mailto:Jonathan.Jett@bwwb.org) in all correspondence to ensure distribution of questions/inquiries to all participants. Verbal information obtained otherwise will not be considered in awarding of contract. All addenda shall become part of the RFP.

### **LANGUAGE WORDS USED INTERCHANGEABLY**

The word BWWB refers to THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM throughout this document. Similarly, OFFEROR, COMPANY, RESPONDENT, VENDOR, and BIDDER refer to the person or company submitting an offer to sell its goods or services to the BWWB. The words PROPOSAL, QUOTATION, and BID are all offers from the BIDDER. The BWWB has established for the purposes of this RFP that the words SHALL, MUST or WILL are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the BWWB. A deviation is material if, at the sole discretion of the BWWB, the deficient response is not in substantial accord with this RFP's mandatory condition requirements. The words SHOULD and MAY are equivalent in the RFP and indicate very desirable conditions or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a Proposal but may result in being considered as not in the best interest of the BWWB.

### **REQUIREMENTS/SCOPE OF WORK**

The Birmingham Water Works Board (BWWB) seeks proposals for the installation of audiovisual (AV) equipment in its museum facility, encompassing common areas and an overflow room (Boiler Room). The project aims to enhance multimedia capabilities for presentations, meetings, and visitor engagement. As a museum, we must create engaging and interactive environments for internal and external meetings, accommodating participants who may not be directly affiliated with the Birmingham Water Works. We seek a comprehensive solution that meets our technical requirements while being mindful of the aesthetic considerations inherent in a museum setting.

#### **Common Area Requirements:**

- **Camera System:**
  - Front/Rear: Cameras with remote panning for capturing the audience and presenter.
- **AV Equipment:**
  - Integrated system with cameras, microphones, speakers, and video/teleconferencing capabilities for interactive audio and video for off-site participants.
- **Projection System:**
  - Replacement of existing screen and projector for optimal viewing.
- **Monitors:**
  - Four 75-inch monitors in the meeting area with articulating mounts.
  - Two additional monitors are distributed as follows:
    - Two monitors in the host area mid room
- **Audio System:**
  - Design and placement of audio equipment to ensure optimum sound quality for all occupants. Microphone system with 3 handheld microphones and 3 lapel microphones.
- **Podium:**
  - Installation of a new fixed, ADA-compliant height-adjustable locking podium with:
    - Wireless connection capability.
    - Rack mount compatibility.
    - HDMI & Mac adapters and a fully functional control panel.
    - Tethered cables for user convenience.
    - Wireless microphone and docking capability.
    - Compatibility with Apple, Android, Windows, and Chrome applications for presentation.
- **AV Capabilities:**
  - Support for Zoom, Webex, and Microsoft Teams.
  - Blu-Ray and USB viewing capabilities.
- **Boiler Room Requirements:**
  - Installation of a monitor with sound bar for hosting separate meetings outside the common area. Ability to move to different locations within the room.
- **BWWB Responsibilities:**
  - Operational Support
- **Networking:**
  - Ensure Wi-Fi (guest) access and patch override capability.
- **Equipment Provision:**
  - Supply wireless keyboard and mouse to installers.
- **Installation Support:**
  - Ensure availability of power and data for connections.

- Presentation Aids:
  - Provide a walkaround remote for PowerPoint presentations.
- Support Agreement:
  - At a minimum, there should be a one-year part, labor, and workmanship warranty.
  - At minimum one-year extended warranty on parts lacking initial one-year coverage.

### **SUBMISSION INSTRUCTIONS**

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Offeror. All copies and contents of any Proposal, attachment, and explanation thereto submitted in response to this RFP, except copyrighted material, shall become the property of the BWWB regardless of the firm selected. Any materials submitted in response to this solicitation shall not be returned.

Submittals should include one (1) original (marked original"), (15) copies and an electronic copy arranged in the order of the RFP.

*•add additional pages where needed*

### **INVOICING**

All invoices, if applicable, must agree with the purchase order in description and price and include the following information: 1) Invoice Number; 2) Purchase Order Number.

To ensure prompt payment, ALL ORIGINAL INVOICES MUST BE SENT TO:

**The BWWB  
Attn: Jonathan Jett  
Purchasing  
3600 First Avenue North  
Birmingham, AL 35222**

\*If invoice does not agree with purchase order, credits or a corrected invoice will be required for the BWWB to process payment. Invoices that do not reference an authorized Purchase Order will be returned to the vendor.

### **OTHER BENEFITS AND COMPENSATION**

There are no other benefits or compensations except as listed in Method of Payment below.

### **PERMITS, CODES, REGULATIONS AND PAYMENT OF ALL TAXES**

All services performed will comply with City, County, State and Federal Codes and regulations. Successful bidder will obtain and pay for all permits necessary (i.e., business license, payment of taxes (Federal, State, Local, etc.).

**PRICES**

Shall include all billable charges related to the successful performance of this contract.

**TAX**

The BWVB is exempt from all tax. Successful contractor is responsible for all Federal, State, and Local taxes that are due because of this transaction; these taxes are not deducted from monthly payment.

**GUARANTEE**

Bidder certifies by bidding that he is fully aware of the conditions of service and purpose for which the services included in this bid are to be purchased, and that his offering will meet these requirements of service and purpose to the satisfaction of the BWVB and its agent.

**ENTIRE CONTRACT**

This RFP and any resulting contract sets forth the entire agreement between the Parties with respect to the subject matter thereof and shall govern the respective duties and obligations of the Parties.

**THIRD-PARTY "REMIT-TO"**

If Bidder has a third-party "remit-to" company, that information must appear on the Bidder's response. The BWVB will send payment to the company designated by Bidder on its response, but will not be responsible for resolving payment issues, should the Bidder change payment processing companies after a payment has been mailed or without forty-five (45) days written notification to the Purchasing and Accounting division of the BWVB.

**INDEPENDENT CONTRACTOR**

The Bidder acknowledges and understands that the performance of this contract is an independent contracting individual and/or agency and, as such, the Bidder is obligated for all applicable taxes and the board will be obligated for same under this contract.

**NON-DISCRIMINATION POLICY**

The BWVB is strongly committed to equal opportunity in solicitation of ITBs and RFPs. The BWVB encourages bidders and Bidders to share this commitment. Each bidder submitting a Proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability.

**CONFLICT OF INTEREST**

The Bidder declares that, as of the date of this contract, neither the BWVB nor any Director nor any other BWVB official is directly or indirectly interested in this contract or any contract with the Bidder for which compensation will be sought during the period of time this contract is being performed; and, furthermore, the Bidder pledges that he/it will notify the Purchasing Superintendent in writing should it come to his/its knowledge that any BWVB official becomes either directly or indirectly interested in the contract or any contract with the Bidder for which

compensation will be sought during the aforesaid period. In addition, the Bidder declares that, as of the date of this contract, neither he/it nor any of his/its officers or employees have given or donated or promised to give or donate, either directly nor indirectly, to any official or employee of the BWVB, or to anyone else for the BWVB's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with the BWVB under which compensation will be sought during the period of time this contract is being performed and furthermore, that neither the Bidder nor any of his/its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the BWVB, or to anyone else for the BWVB's benefit, any sum of money or other thing of value, for aid or assistance in obtaining any amendment to this contract or any other contract with the Bidder for which compensation will be claimed during the period of time this contract is being performed.

**STATEMENT OF CONFIDENTIALITY**

Bidder agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.

**TERMINATION OF CONTRACT**

This contract may be terminated by the BWVB with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the BWVB shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the contractor of any liability to the BWVB for damages sustained by virtue of a breach by the contractor.

**PROPOSAL ACCEPTANCE/REJECTION**

The BWVB expressly reserves the right to reject any and all bids, or parts of bids, and to make the award or awards as the best interest of the Board appears.

**GOVERNING LAW/DISPUTE RESOLUTION**

Any contract agreement that is issued based on this RFP, the parties shall agree that the contract agreement is made and entered into in Jefferson County, Alabama, and that all services, materials and equipment to be rendered pursuant to said contract agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this contract agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this contract agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.



**NOTICES**

Notices to BWWB shall be sent to:

**The BWWB  
Purchasing Department  
3600 First Avenue North  
Birmingham, Alabama 35222**

**COMPLIANCE WITH LAWS**

The Bidder agrees to comply with all applicable federal, state and local laws and regulations. Bidder agrees to obtain and pay for all permits necessary, notify proper authorities for inspections and furnish any certificates required for the work.

**MODIFICATION OF CONTRACT**

This contract may be modified only by written amendment executed by all Parties hereto. All change orders, where required, shall be executed in conformance with the policies and procedures of the BWWB.

**MAINTENANCE OF RECORDS**

Bidder shall maintain documentation of all charges against the BWWB. The books, records, and documents of Contract, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of the final payment and will be subject to audit, at any reasonable time and upon notice by the BWWB or its duly appointed representative. The records shall be maintained in accordance with generally accepted accounting principles.

**HOLD HARMLESS AND INDEMNIFICATION**

Bidder agrees to indemnify, hold harmless and defend the BWWB, its elected officers and employees (hereinafter referred to in this paragraph collectively as "the BWWB"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon the BWWB because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the Bidder included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Bidder, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Bidder's obligation under this Section shall not extend to any liability caused by the sole negligence of the BWWB, or its employees.

**INSURANCE**

The successful bidder will maintain such insurance as will protect him and the BWWB from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Alabama and shall include the BWWB as **Added Additional Insured** by Endorsement including thirty (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the BWWB no later than seven (7) day(s) after the contract date.

Insurance Minimum Coverage:

Bidder shall file the following insurance coverage and limits of liability with the BWWB's Purchasing Department before beginning work with the BWWB.

General Liability

\$1,000,000 - Bodily injury and property damage combined occurrence

\$1,000,000 - Bodily injury and property damage combined aggregate

\$1,000,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

Automobile Liability

\$1,000,000 - Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence

Umbrella Coverage

\$1,000,000- Each occurrence

\$1,000,000 - Aggregate

Added Additional Insured by Endorsement:

BWWB

30 day(s) written cancellation notice

Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions **enter the BID/RFP Number, Project Number or Purchase Order Number Covered by the Certificate of Insurance**

**Bonds**

1. Bid Bond. An original bid bond is required in the amount of five (5) percent of the total price on the Cost Worksheet but the amount required shall not exceed \$10,000.00. Any bid submitted without an original bid bond will not be considered. Such Bid Bond shall be an original document in the form of a firm commitment. The original Bid Bond must be either a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama. A company check is not an acceptable bid bond. Bid bonds shall be retained by the BWB until such time as a contract is executed and a purchase order is issued.
2. Performance Bond. The awarded supplier(s) shall be required to furnish a performance

bond to the BWW for the faithful performance of the contract in an amount equal to the total contract amount. The performance bond shall be issued by a Corporate Surety authorized to do business within the State of Alabama.

3. **Payment Bond.** The awarded supplier(s) shall be required to furnish a bond to secure payment of all claims for materials furnished and/or labor performed by a subcontractor in the event one or more subcontractors are utilized by the awarded supplier in performance of the project. The payment bond shall be in amount equal to 50% the total contract amount.

**BWWB FUNDS PAID**

Successful bidder must certify by the execution of Purchase Order Agreement that no part of the funds paid by the BWWB pursuant to this agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Bidder nor any outs officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the

BWWB or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

**NOTE: This proposal will be awarded to the proposer deemed to best serve the BWWB & not solely on the LOWESST RESPONSIVE/RESPONSIBLE PROPOSER.**

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PROPOSAL FORM

Jonathan Jett, Purchasing Superintendent
The Water Works Board of the City of Birmingham
3600 First Avenue North
Birmingham, Alabama 35222

Submitted below is our firm proposal on items listed, which is in accordance with your "Request for Proposal" and "Requirements" for audiovisual services dated September 24, 2024. Prices proposed are F.O.B. destination, freight prepaid, No Charge. The undersigned has read and understands said "Request for Proposal" and "Requirements" and expressly agrees to be bound by the terms thereof.

Table with 4 columns: QTY, DESCRIPTION, MONTHLY COST, TOTAL COSTS. Row 1: 1, Proposal for Audiovisual services as described in RFP for audiovisual upgrade for Cahaba Museum, \$\_\_\_\_\_, \$\_\_\_\_\_

Does your company & Audiovisual Services meet the requirements of this proposal? Y\_\_\_\_\_ N\_\_\_\_\_

SUBTOTAL \$\_\_\_\_\_

PAYMENT TERMS/DISCOUNT\_\_\_\_\_

NOTE: Proposals must be submitted in a sealed envelope, directed to the attention of the Purchasing Superintendent, and marked in the lower left-hand corner as follows: "Proposals for Audiovisual services are due 10:00 a.m., Tuesday, September 24, 2024."

DATE \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

TELEPHONE \_\_\_\_\_

\_\_\_\_\_  
(Signed)

WEBSITE \_\_\_\_\_

\_\_\_\_\_  
(Title)

EMAIL ADDRESS \_\_\_\_\_

DELIVERY TIME ARO \_\_\_\_\_

BID#:

## NO BID

If you are not bidding on this service/commodity, please complete and return this form to: **Birmingham Water Works, Attn: Purchasing Manager, 3600 First Avenue North, Birmingham, Alabama 35222.** All Statement of No Bid forms must be received prior to the bid opening.

*Failure to respond may result in deletion of vendor's name from the Vendor/Contractor's list for the Birmingham Water Works Board.*

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

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

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

We, the undersigned have declined to respond to your Bid No. \_\_\_\_\_ for  
\_\_\_\_\_ because of the following reasons.

(Service/Commodity)

\_\_\_\_\_ Specifications too "tight", i.e., geared toward one supplier or manufacturer only.  
(explain below)

\_\_\_\_\_ Insufficient time to respond to the Bid.

\_\_\_\_\_ We do not offer this product/service.

\_\_\_\_\_ Specifications unclear. (explain below)

\_\_\_\_\_ Unable to meet bond requirements.

\_\_\_\_\_ Other (specify below)

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_ Signed: \_\_\_\_\_  
(Print or Type)

BID DATE:

**PURCHASING AGENDA ITEM  
PUBLIC WORKS  
REQUEST BOARD APPROVAL TO AWARD BID**

**BID SUMMARY**

Description:

|  |  |  |  |  |  |
|--|--|--|--|--|--|
| <u>Bidders</u>                                     |  |  |  |  |  |
| <u>Address</u>                                     |  |  |  |  |  |
| <u>Bid Amount</u>                                  | \$   | \$   | \$   | \$   | \$   |
| <u>Is Bidder A HUB Contractor?</u>                 | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <u>HUB Subcontractor Participation %</u>           | %  | %  | %  | %  | %  |
| <u>Number of HUB Subcontractors Contacted:</u>     |  |  |  |  |  |
| <u>Number of HUB Subcontractors Who Responded:</u> |  |  |  |  |  |
| <u>Number of HUB Subcontractors Used in Bid:</u>   |  |  |  |  |  |

NUMBER OF BIDS:

MINORITY VENDOR BID(S):  Yes  No

NEW VENDOR:  Yes  No

Apparent low, responsible, responsive bidder:

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

# **BID BONDS, PERFORMANCE BONDS, AND PAYMENT BONDS**

The following types of bonds will be required depending on whether the bid is for the purchase of goods and services (Title 41) or whether the bid is for public works (Title 39).

## **Bond Requirements for Bids for purchases of Goods and Services:**

### **Title 41 Competitive Bid Law – Ala. Code §§ 41-16-54**

*In the event the total of the bid submitted reaches or exceeds \$20,000.00, a bid guarantee must accompany the bid. This guarantee shall be not less than 5% of the amount of the bid, not to exceed \$10,000. The guarantee may be a certified check, bank draft, or bid bond at the bidder's option. The bond shall be secured by a guaranty of Surety Company acceptable to the Water Works Board using the enclosed "FORM OF BID BOND." Under no circumstance will a bid that is \$20,000.00 or more be considered unless it is accompanied by the required guarantee.*

*Certified checks or bank drafts must be made payable to the order of the Water Works Board of the City of Birmingham. The bid guarantee shall ensure the execution of the agreement by the successful bidder. Certified checks, bank drafts, or bid bonds of the unsuccessful bidder will be returned as soon as practical after the award of bids. The Successful bidder's check will be returned within 30 days of receipt of goods or services.*

## **Bond Requirements for Public Works Bids:**

### **Title 39 Public Works Bid Law – Ala. Code §§ 39-1-1 thru 39-5-6**

*All bids involving an amount over \$50,000.00 for public works projects for construction, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads or other improvements, constructed, installed, maintained, renovated or repaired on public property must be accompanied with a form of a bid bond. The bidder shall be required to file with his or her bid either a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, using the enclosed "FORM OF BID BOND",*

*payable to the Water Works Board of the City of Birmingham for an amount not less than five percent (5%) of the Water Works Board's estimated cost or of the contractor's bid, but in no event, more than ten thousand dollars (\$10,000).*

**Public Works Bids – Performance Bond and Labor and Material Payment Bond Requirements:**

*A Performance bond is required with a penalty equal to 100% of the amount of the contract price.*

*A Labor and Material Payment bond is required in an amount not less than 50% of the contract price.*

*A Performance bond and Labor and Material bond will need to be submitted by the successful bidder after the bid has been awarded.*



**LABOR AND MATERIAL PAYMENT BOND FOR BWWB PROJECT**

**BOND/CERTIFICATE NO.** \_\_\_\_\_

**PROJECT NUMBER:** \_\_\_\_\_

**BE IT KNOWN**, that on this \_\_\_\_\_ day of the month of \_\_\_\_\_, in the year 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, duly commissioned and qualified, in and for the County of Jefferson, State of Alabama, residing therein, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared \_\_\_\_\_ (“**Contractor**”), herein represented by \_\_\_\_\_, its \_\_\_\_\_, as Principal, and \_\_\_\_\_ (“**Surety**”), of the State of \_\_\_\_\_, herein represented by \_\_\_\_\_, its \_\_\_\_\_, who jointly and severally guarantee to The Water Works Board of the City of Birmingham (“**Owner**”), as obligee, the faithful performance of the Contract the **Contractor** has entered into with the **Owner** for the (\_\_\_\_\_), covered by the Contract Documents to which this Bond is attached by this reference, and do hereby jointly and severally bind the **Contractor** and **Surety**, its successors, legal representatives and assigns, in favor of the **Owner**, in the full and true sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, payable on demand to the **Owner**.

**NOW, THE CONDITION** of this obligation is that if the **Contractor** (a) faithfully and promptly pays all Claimants as provided by Law and pays all wages of laborers, workmen, or mechanics, to be employed by any Subcontractor, or by or to Subcontractors, and used in the construction, erection, alteration, installation, or repairs called for by the Contract; (b) promptly pays for all materials or supplies furnished to the **Contractor** or by or to any Subcontractor, for use in machines used by the **Contractor**, or any Subcontractor, in the construction, erection, alteration, installation, or repair of the **Work**; (c) fully secures and protects the **Owner**, its legal successor and representative, from all liability in the premises, and from all loss or expense of any kind, including all costs of court and attorney’s fees made necessary or arising from the failure, refusal or neglect of the **Contractor**, to comply with the obligations assumed by **Contractor**; and (d) delivers all the **Work** to the **Owner** free from all claims, liens and expenses, then this obligation shall remain in full force and effect.

The Contractor and Surety specifically acknowledge and agree to be bound by the following:

**A.** No change in Contract Price or Contract Time, substitution, addition, deletion or revision in the requirements of the Contract Documents shall diminish, enlarge, release or otherwise modify the **Surety’s** obligations, under this Bond. The **Surety** hereby waives notice of any such change in Contract Price or Contract Time, substitution, addition, deletion or revision.

**B.** It is the intention of the **Contractor, Surety** and **Owner** that the **Surety** shall be bound by all terms and conditions of the Contract Documents and this Labor and Material Payment Bond. However, this Bond is executed pursuant to Ala. Code 1975, Title 39 and if any provision(s) of the bond is/are illegal, invalid or unenforceable, all other provisions of the Bond shall nevertheless remain in full force and effect, and the **Owner** shall be protected to the full extent provided by Ala. Code 1975, Title 39. No action under this Bond may be commenced by any Claimant unless the Claimant asserts a claim and brings action against the **Surety** or **Contractor** or both as provided in Ala. Code 1975 Title 39.

**C.** In the event Owner is required to initiate legal action to enforce the provisions of this Bond, then Contractor and Surety shall reimburse the Owner for all costs incurred by Owner, including, but not limited to, costs of court and reasonable attorney’s fees.

**IMPORTANT:** The **Surety** shall provide proof satisfactory to the **Owner** (a) that the **Surety** is currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies, and also meets the requirements of Ala. Code 1975, § 39-2-8 and (b) that this Labor and Material Payment Bond is not written in a sum in excess of the amount limitation designated in Ala. Code 1975 § 39-1-1.

Address and Telephone of the **Surety**

Address and Telephone of agent who is licensed in Alabama

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 22 \_\_\_\_.

\*\* If agent above is NOT an Alabama Resident Agent, complete section listed below; Otherwise, indicate not applicable (N/A).

Address and Telephone of Alabama Resident Agent who is licensed in Alabama

**CONTRACTOR** (Sign & Print Full Name) (CORPORATE SEAL HERE)

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

Witness \_\_\_\_\_

Name and Title: \_\_\_\_\_

**SURETY** (Sign & Print Full Name)

Agent: \_\_\_\_\_

(SURETY SEAL HERE)

Witness \_\_\_\_\_

Attorney-in-Fact: \_\_\_\_\_

(Attach certified copy of Power of Attorney)

State of Alabama Insurance License No. (Attorney-in-Fact) \_\_\_\_\_

State of Alabama Insurance License No. (Alabama Resident Agent, if applicable) \_\_\_\_\_

**NOTARY PUBLIC**

Notary Signature: \_\_\_\_\_ Date: \_\_\_\_\_

My commission expires \_\_\_\_\_

(NOTARY SEAL HERE)

## PERFORMANCE BOND FOR BWWB PROJECT

BOND/CERTIFICATE NO. \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

BE IT KNOWN, that on this \_\_\_\_ day of the month of \_\_\_\_\_, in the year 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, duly commissioned and qualified, in and for the County of Jefferson, State of Alabama, residing therein, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared \_\_\_\_\_ (“Contractor”), herein represented by \_\_\_\_\_, its \_\_\_\_\_, as Principal, and \_\_\_\_\_ (“Surety”), of the State of \_\_\_\_\_, herein represented by \_\_\_\_\_, its \_\_\_\_\_, who jointly and severally guarantee to The Water Works Board of the City of Birmingham (“Owner”), as obligee, the faithful performance of the Contract the Contractor has entered into with the Owner for the \_\_\_\_\_ (“Work”), covered by the Contract Documents to which this Bond is attached by this reference, and do hereby jointly and severally bind the Contractor and Surety, its successors, legal representatives and assigns, in favor of the Owner, in the full and true sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, payable on demand to the Owner.

NOW, THE CONDITION of this obligation is that if the Contractor (a) faithfully performs and fulfills all the undertakings, terms, conditions, warranties and guarantees, indemnifications and agreements of the Contract Documents within the Contract Time (including any authorized changes, with or without notice to the Surety) and during any correction period; (b) also performs and fulfills all the undertakings, terms, conditions, warranties and guarantees, indemnifications and agreements of any and all duly authorized modifications of the Contract Documents, notice of which modifications the Surety hereby expressly waives; (c) fully secures and protects the Owner, its legal successor and representative, from all liability in the premises, and from all loss or expense of any kind, including all costs of court and attorney’s fees made necessary or arising from the failure, refusal or neglect of the Contractor, to comply with the obligations assumed by Contractor; and (d) delivers all the Work to the Owner free from all claims, liens and expenses; then this obligation shall become null and void, otherwise, this obligation shall remain in full force and effect.

The Contractor and Surety specifically acknowledge and agree to be bound by the following:

A. Article 15 of the General Conditions governing termination of the Contractor for convenience or cause and default of the Surety and shall be binding on the Surety and Contractor. (See Appendix II for information on this article.)

B. No change in Contract Price or Contract Time, substitution, addition, deletion or revision in the requirements of the Contract Documents shall diminish, enlarge, release or otherwise modify the Surety’s obligations, under this Bond. The Surety hereby waives notice of any such change in Contract Price or Contract Time, substitution, addition, deletion or revision.

C. It is the intention of the Contractor, Surety and Owner that the Surety shall be bound by all terms and conditions of the Contract Documents and this Performance Bond. However, this Bond is executed pursuant to Ala. Code 1975, Title 39 and if any provision(s) of the bond is/are illegal, invalid or unenforceable, all other provisions of the Bond shall nevertheless remain in full force and effect, and the Owner shall be protected to the full extent provided by Ala. Code 1975, Title 39.

D. In the event Owner is required to initiate legal action to enforce the provisions of this Bond, then Contractor and Surety shall reimburse the Owner for all costs incurred by Owner, including, but not limited to, costs of court and reasonable attorney’s fees.

**IMPORTANT:** The Surety shall provide proof satisfactory to the Owner (a) that the Surety is currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies, and also meets the requirements of Ala. Code 1975, § 39-2-8 and (b) that this Performance Bond is not written in a sum in excess of the amount limitation designated in Ala. Code 1975 § 39-1-1.

Address and Telephone of the Surety

Address and Telephone of agent who is licensed in Alabama

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\*\* If agent above is NOT an Alabama Resident Agent, complete section listed below; Otherwise, indicate not applicable (N/A).

Address and Telephone of Alabama Resident Agent who is licensed in Alabama

**CONTRACTOR** (Sign & Print Full Name) (CORPORATE SEAL HERE)

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

Witness \_\_\_\_\_

Name and Title: \_\_\_\_\_

**SURETY** (Sign & Print Full Name)

Agent: \_\_\_\_\_

(SURETY SEAL HERE)

Witness \_\_\_\_\_

Attorney-in-Fact: \_\_\_\_\_

(Attach certified copy of Power of Attorney)

State of Alabama Insurance License No. (Attorney-in-Fact) \_\_\_\_\_

State of Alabama Insurance License No. (Alabama Resident Agent, if applicable) \_\_\_\_\_

**NOTARY PUBLIC**

Notary Signature: \_\_\_\_\_ Date: \_\_\_\_\_

My commission expires \_\_\_\_\_

(NOTARY SEAL HERE)

**HUB FORM ONE**  
**(HUB Program Acknowledgment)**

The Water Works Board of the City of Birmingham ("BWVB") has initiated a program to encourage the participation of HUB companies (as that term is defined in the HUB Program) on BWVB' s Goods and services/Public works bids. This signed statement serves as an acknowledgment by the undersigned bidder/Prime company that it fully understands and will voluntarily participate in and follow the guidelines and instructions included in the BWVB HUB Program.

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

Submitted By (Print Name and Job Title): \_\_\_\_\_

\_\_\_\_\_  
Signature: \_\_\_\_\_

**HUB FORM TWO**  
**(HUB Program Compliance Instructions)**

Please submit the following with the HUB COMPLIANCE FORM:

- I. List of all committed and uncommitted subcontractors by trade, including\_ company name, address, telephone number, contact person, dollar amount of subcontract, and HUB status. Indicate in writing if no solicitations were made because the contractor intends to use only its own forces to accomplish the work.
- II. Proof of HUB certification for each subcontractor listed as a HUB.
- III. Documentation of solicitation effort for prospective HUB firms, such as fax confirmation sheets, copies of solicitation letters/emails, printout of the online solicitations, printouts of online search results, affidavits of publication in newspapers, etc. The prime contractor is strongly encouraged to follow up each written, fax, or email solicitation with at least one logged phone call.
- IV. Justification for not selecting a certified HUB subcontractor that submitted a low bid for any subcontract area.
- V. HUB Form 5 - HUB Subcontractor Performance Form.
- VI. HUB Form 6 - HUB Subcontractor Utilization Form.

**HUB FORM TWO**

**HUB Compliance Form**

ALL INFORMATION OUTLINED ON THIS FORM IS REQUIRED FOR HUB COMPLIANCE. THE PROPOSED BIDDER/PRIME COMPANY SHOULD ENSURE THAT THIS INFORMATION IS COMPLETE **PRIOR** TO SUBMITTAL.

**CERTIFICATIONS:**

I certify that the information submitted on and with this form is true and accurate and that this firm has met and will continue to meet the conditions of this contract regarding HUB solicitation and utilization. I further certify criteria used in selecting sub-companies and suppliers were applied equally to all potential participants and that HUB Sub-company Participation Form (HUB Form 4) and HUB Sub-company Performance Form (HUB Form 5) were distributed to all HUB contractors.

Bidder/Prime Company:

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Bidder/Prime Company (Printed- Authorized Signing Agent Name and Title):

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Authorized Signature and Date:

---

**GENERAL INFORMATION**

Owner's Name:

---

Owner phone number/email:

---

Bidder/prime company:

---

Bidder/prime company Point of Contact:

---

Bidder/prime phone number/email:

---

Bidder/prime company total bid amount:

\$ \_\_\_\_\_

Proposed HUB Sub-company participation amount: \$ \_\_\_\_\_ Percentage: \_\_\_\_\_%



**HUB FORM SIX**  
**Goods and Services Direct Manufacturing**

I/we hereby certify that we are direct manufacturers or suppliers of the goods or services sought in this Bid and have no distributors, wholesalers, retailers, or other intermediaries, and thus do not have any opportunities for HUB participation in this solicitation.

|                  |                  |                    |  |
|------------------|------------------|--------------------|--|
| Bidder Name      |                  | Solicitation Name: |  |
| Solicitation No. | Point of Contact |                    |  |
| Address          |                  |                    |  |
| Telephone No.    |                  | Email Address      |  |

Please use the space below to explain the details about your business and why there are no HUB opportunities for your bid:



## **NON-DISCRIMINATION POLICY**

The Birmingham Water Works Board (BWWB) values the diversity of the people with whom we work and the contributions they make. Accordingly, the BWWB is committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, independent contractors, and vendors.

The BWWB is an equal opportunity employer and all decisions regarding recruiting, hiring, promotion, assignment, training, termination, selection of volunteers and vendors, and other terms and conditions of employment will be made without consideration of age, sex, race, color, religion, gender, gender identity or expression, national origin, sexual orientation, disability, marital status, veteran status, pregnancy status, political opinion, work-related injury, or any other factor, characteristic or trait protected by applicable national, state or local laws.

Members of our community are encouraged to raise concerns or make complaints regarding discrimination or harassment under this policy without the fear of retaliation. It is a violation of BWWB policy to retaliate against an individual for raising a good-faith concern regarding workplace discrimination or harassment; filing a complaint for discrimination or harassment; or, for cooperating in an investigation of alleged discrimination or harassment. Any person found to be in violation of this policy is subject to disciplinary action.

Discrimination, harassment, disrespectful or inappropriate behavior, unfair treatment or retaliation of any kind will not be tolerated. This policy applies not only to BWWB employees but also to the volunteers, independent contractors, and business partners with whom we work. BWWB employees, volunteers, independent contractors, and other constituents, whenever and wherever those individuals are conducting BWWB business or participating in BWWB events or activities, shall maintain an environment free of discrimination, harassment, and retaliation.

Any employee who has a question or concern regarding any type of discrimination or harassment is encouraged to bring it to the attention of his/her manager or the Human Resources Department.

Vendor agrees and warrants that contractor does not discriminate or permit discrimination against any employee or applicant for employment on the grounds of race, color, religion, gender, sexual orientation, gender identity or national origin.



**NON-DISCRIMINATION POLICY**

Executed

Contractor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name and Title of Person Signing:

\_\_\_\_\_

Date Signed: \_\_\_\_\_



## FUNDS PAID AND CONFLICT OF INTEREST AGREEMENT

This Funds Paid and Conflict of Interest Agreement (“Agreement”) is made a part of, and Contractor affirms, acknowledges, and agrees, that its terms and conditions are part of that certain agreement already entered into between the Water Works Board and \_\_\_\_\_ (Supplier). The Contractor further affirms that the terms and conditions of the Agreement shall be deemed incorporated into and a part of the Original Agreement as if said terms and conditions were originally set forth in the Original Agreement.

**FUNDS PAID:** Contractor and the Contractor representative(s) signed below certify under penalty of perjury by the execution of this Agreement that no part of the funds paid by the Water Works Board pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in anyway whatsoever for the personal benefit of any member or employee of any government entity whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with anyone or with any member of the governing body or employee of the governing body of the Water Works Board or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this contract.

Any violation of the terms and scope of services, including misuse of funds provided in this contract shall constitute a breach and default of this Agreement, which shall be cause for termination. Upon such termination of this Agreement due to breach, Contractor shall immediately refund to the Water Works Board all amounts paid by the Water Works Board pursuant to this Agreement.

**CONFLICT OF INTEREST:** The Contractor declares that, as of the date of the Agreement, neither the Water Works Board, nor any of the Water Works Board’s employees or any director nor any other government official is directly or indirectly interested in this Agreement or any agreement with the Contractor for which compensation will be sought during the period of time this Agreement is being performed. And, furthermore, the Contractor pledges that She/he/it will notify the General Manager in writing should it come to his/its knowledge that any such official becomes either directly or indirectly interested in the Agreement or any agreement with the Contractor for which compensation will be sought during the aforesaid period. In addition, the Contractor declares, that as of the date of this Agreement, neither She/he/it nor any of her/his/its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the Water Works Board, or to anyone else for the Water Works Board’s benefit, any sum of money or other thing of value for aid or assistance in obtaining

this Agreement with the Water Works Board under which compensation will be sought during the period of time this Agreement is being performed. And furthermore, that neither the Contractor nor any of her/his/its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the Water Works Board, or to anyone else for the Water Works Board's, Water Works Board's official, or Water Works Board's employee's benefit, any sum of money or other thing of value, for aid or assistance in obtaining any amendment to this Agreement or any other agreement with the Contractor for which compensation will be claimed during the period of time this Agreement is being performed.

Authorized signature:

Project

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

For: \_\_\_\_\_  
Company Name (printed)

By: \_\_\_\_\_  
Signature of Authorized Representative/Title

Date: \_\_\_\_\_

**(Please return this form with your bid form and/or proposal submittal)**







## Supplier Information Form

1. Name of Company

As Shown On W9 (Line 1)

\_\_\_\_\_

2. Doing Business As

As Shown On W9 (Line 2):

\_\_\_\_\_

3. Mailing Address:

\_\_\_\_\_

4. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

5. Business#: \_\_\_\_\_ Cell#: \_\_\_\_\_

6. Primary Contact Person: \_\_\_\_\_

7. Primary Contact Person Email: \_\_\_\_\_

8. Secondary Contact Person: \_\_\_\_\_

9. Secondary Contact Person Email: \_\_\_\_\_

10. Type of Business: \_\_\_\_\_

11. Federal ID#: \_\_\_\_\_

12. Historically Underutilized Business Status: Choose One \_\_\_\_\_

(MUST INCLUDE COPY OF CERTIFICATE FROM CERTIFYING AGENCY)

13. Description of Products and/or Services:

14. COMMENTS:

15. If you are a Prime (General Contractor), Subcontractor or Sub-subcontractor, please provide your Contractor License Number:

General Contractor License #: \_\_\_\_\_

Subcontractor License #: \_\_\_\_\_

Sub-subcontractor License #: \_\_\_\_\_

***The Birmingham Water Works Board  
3600 1<sup>st</sup> Avenue North, Birmingham, AL 35222  
Phone: (205) 244-4300 • Website: [www.bwwb.org](http://www.bwwb.org)***





## **Supplier Diversity/Community Involvement Program Questionnaire**

Supplier Diversity Program (SDP) promote supplier diversity in public contracting in a manner that develops, strengthens and increases business opportunities for Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Veteran Business Enterprise (VBE). Please fill-out the following information on your company's SDP.

1. Supplier Name:

---

2. Contact Person and Title:

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3. Contact Person's Email:

---

4. Contact Person's Office# :

---

5. Does your company have a Supplier Diversity Program: No

a. If yes, please provide your website or any information pertaining to your SDP.

6. Community involvement is the **power to bring positive, measurable change to both the communities in which you operate and to your business**. Please provide any involvement with the community that your company participates in: Ex: charities, scholarships, etc. (United Way, Salvation Army, Children's Hosp., H2O Foundation, etc.)



**CERTIFICATION REGARDING DEBARMENT**

( \_\_\_\_\_ )

**Bid Name and Number**

The below-signed Bidder at this moment certifies that it, its officers, directors, owners, stockholders, and its principals:

(i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with any Federal department or agency;

(ii) Have not within three years preceding this bid been: debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with any Federal department or agency; or convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (ii) above.

Executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BIDDER

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

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

THE STATE OF ALABAMA )

\_\_\_\_\_ COUNTY )

BEFORE ME, a Notary Public in and for said County, in said State, here by certifies that \_\_\_\_\_, whose name as \_\_\_\_\_ of \_\_\_\_\_, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged that on this day, that being informed of the contents of said instrument, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission ends: \_\_\_\_\_

## Receipt of Bid Package

Date/Time Receipt of Response

Bid Name: \_\_\_\_\_

Bid No: \_\_\_\_\_

Issuing Officer: Jonathan Jett

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

Name of Delivery Agent: \_\_\_\_\_

### Signatures

Delivery Agent Signature: \_\_\_\_\_

Purchasing Department Signature: \_\_\_\_\_

**The BWW Purchasing Department shall retain all hard copies of each applicable receipt of bid package(s). The BWW Purchasing Department must have an applicable, executed receipt of bid package per terms and conditions of the applicable solicitation for a potential supplier's bid to be considered responsive, pending evaluation of appropriate staff.**