



May 28, 2026

Bid: 26-14-07

Subject: Invitation to Bid

Prospective Bidders:

Sealed bid packages for **Standard Concrete Replacement (Material and Installation)** will be received in the Procurement Department of Central Alabama Water, located at 3600 First Avenue North, Birmingham, Alabama 35222, until **10:00 a.m. (CST), Tuesday, June 16, 2026**, at which time and place they will be publicly opened and read. All potential suppliers must receive an executed copy of the applicable Receipt of Bid Package from CAW Purchasing Department before their bid package may be considered responsive, pending evaluation by appropriate staff.

A **pre-bid meeting shall be held on Thursday, June 4, 2026, at 10:00 a.m.** via Microsoft Teams; the meeting link is in the email.

The bid opening will occur in CAW's Purchasing office; attendance can be in person or virtually via Microsoft Teams. For a link to the online bid opening, please email [Shayla.townsend@caw-al.gov](mailto:Shayla.townsend@caw-al.gov). Those attending the virtual meeting should log in at least five minutes before the bid opening as scheduled.

"Specifications and conditions" and "Bid Forms" are attached, and all bids shall be submitted in a sealed envelope, F.O.B. destination, Freight prepaid, and at no charge. One signed copy of the bid form should be included in your sealed envelope, and the bidder should retain a copy.

The right is reserved to reject any or all bids submitted, waive any informalities and technicalities, and award to the bidder deemed to best and most economically serve CAW's interests. CAW reserves the right to extend the contract, upon mutual consent of both parties, up to two (2) additional years. CAW reserves the right to cancel this bid within thirty (30) days with written notice. CAW reserves the right to cancel the contract due to non-satisfactory performance or if the vendor is found to violate the terms and conditions or does not correct any violations of specifications within two days after being given notice. CAW reserves the right to RE-BID. CAW reserves the right to enter into a month-to-month contract once the contract has ended, at the current prices, until the next bid has been awarded with the mutual consent of both parties.

All bid packages must be hand-delivered to CAW Purchasing Department, which is located at 3600 First Avenue North, Birmingham, Alabama 35222. The bid packages must be directed to the attention of the Buyer, Shayla Townsend and marked in the lower left-hand corner of the envelope as follows: **"Standard Concrete Replacement (Material and Installation) due on Tuesday, June 16, 2026, at 10:00 a.m. (CST)"** at which time and place they will be publicly opened and read.

Cordially,

*Shayla Townsend*

Shayla Townsend  
Buyer



## INFORMATION FOR BIDDERS

**Solicitation Name:** **Standard Concrete Replacement (Material and Installation)**

**Solicitation Number:** 26-14-07

### 1. Introduction

#### 1.1. Purpose of Procurement

Pursuant to State of Alabama Code § 41-16-54 this solicitation request is being issued to establish a contract with one or more qualified suppliers who will perform **Standard Concrete Replacement (Material and Installation)** of Central Alabama Water (hereinafter, "CAW") as further described in this solicitation.

#### 1.2. Contract Term and Renewal

Award shall be made to the lowest responsive and responsible supplier(s) as described in [Section 6](#) of this document. The initial term of the contract shall be for a period of one (1) year from date of award and prices quoted shall remain effective for that period. CAW reserves the sole right to extend any applicable contract(s) for up to two (2) additional one (1) year periods or as allowable per State of Alabama law, upon receipt of request for extension from the vendor.

**It is expected that this contract will begin on or around June 2026.**

**All contract renewals must be approved by CAW. Before the contract end date, CAW shall submit a Contract Amendment Form to the awarded supplier(s). The Contract Amendment Form may include any mandatory or implicative contract changes from CAW.**

#### 1.3. Schedule of Events

The schedule of events set out herein represents CAW's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the solicitation will be publicly posted prior to the closing date of this solicitation. After the close of the solicitation, CAW reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, award, and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of Solicitation	As published per state law	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.4.	June 8, 2026	4:00 p.m. CST
Bidders/Offerors' Pre-Bid Conference Location: <b>Microsoft Teams</b>	June 4, 2026	10:00 a.m. CST
Responses to Written Questions	June 9, 2026	4:00 p.m. CST
Bids Due/Close Date and Time	June 16, 2026	10:00 a.m.
Bid Evaluation Completed (on or about)	One to Two Weeks after Close Date	N/A
Finalize Contract Terms	Two to Three Weeks after Close Date	N/A

#### 1.4. Inquiries – Official Issuing Officer (Procuring Agent)

All inquiries should be submitted in writing to the following:

**Shayla Townsend**

**Shayla.townsend@caw-al.gov (email address)**



**2. Instructions to Suppliers:** By submitting a response to the solicitation, the supplier is acknowledging that the supplier:

1. Has read the information and instructions,
2. Agrees to comply with the information and instructions contained herein.

**2.1.1. Attending Bidders/Offerors' Conference**

The Bidders/Offerors' conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.3 "Schedule of Events". Attendance is optional; however, it is recommended that a representative of the supplier attend the conference in its entirety. The supplier is strongly encouraged to log into the meeting early to allow time for any technological issues.

**2.1.2. CAW's Right to Request Additional Information - Supplier Responsibility**

Prior to an award, CAW must be assured that the selected supplier has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the ongoing needs of CAW, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, CAW is unable to assure itself of the supplier's ability to perform, before award, CAW shall have the option of requesting from the supplier any information deemed necessary to determine the supplier's responsibility. If such information is required, the supplier will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

**2.1.3. Failing to Comply with Submission Instructions**

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the solicitation will not be considered. Responses must be complete in all respects, as required in each section of this solicitation.

**2.1.4. Rejection of Responses; CAW's Right to Waive Immaterial Deviation**

CAW reserves the right to reject any or all responses, to waive any irregularity or informality in a response, and to accept or reject any item or combination of items, when to do so would be to the advantage of CAW. It is also within the right of CAW to reject responses that do not contain all elements and information requested in this solicitation. A response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the solicitation requirements, which determination will be made by CAW on a case-by-case basis.

**2.1.5. CAW's Right to Amend and/or Cancel the Solicitation**

CAW reserves the right to amend this solicitation. Any revisions will be made in writing prior to the solicitation closing date and time. By submitting a response, the supplier shall be deemed to have accepted all terms and agreed to all requirements of the solicitation (including any revisions/additions made in writing through an addendum posted by CAW, prior to the close of the solicitation whether or not such revision occurred prior to the time the supplier submitted its response. THEREFORE, EACH SUPPLIER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED SOLICITATION AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE SUPPLIER'S RESPONSE PRIOR TO THE CLOSE OF THE SOLICITATION. CAW reserves the right to cancel and if desired, re-advertise this solicitation at any time.

**2.1.6. Quantities or Estimates of Products and Services**

The quantities specified herein are estimates based upon current consumption and projected demand for the next contract year and shall not be construed to represent an amount which CAW shall be obligated to utilize or purchase. The exact amounts ordered may be more or less and subject to CAW's actual needs. The responding supplier acknowledges and agrees that CAW will only be responsible for the commodities and/or services actually purchased and/or consumed.



#### **2.1.7. Permits and Licensing**

The awarded supplier shall be responsible for obtaining all permits, licenses, certifications, bonds, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. All fees must be included in the contract amount and paid by the awarded supplier. **All responding Suppliers must provide a valid copy of their business license.**

#### **2.1.8. Use of Subcontractor(s)**

All subcontractors must have a signed Funds Paid and Conflict of Agreement document on file in CAW Purchasing office before beginning work on any CAW project. It shall be the responsibility of the contracted supplier to ensure this requirement is met.

#### **2.1.9. Silence of Specifications**

THE APPARENT SILENCE OF SPECIFICATIONS AS TO ANY DETAIL OR TO THE APPARENT OMISSION FROM IT OF A DETAILED DESCRIPTION CONCERNING ANY POINT, SHALL BE REGARDED AS MEANING THAT ONLY THE BEST COMMERCIAL PRACTICES ARE TO PREVAIL.

### **3. Bid Specifications**

- 3.1.** This bid includes the replacement of concrete driveways, concrete sidewalks, valley gutter, and curb and gutters, and pea gravel throughout the limits of Central Alabama Water distribution system. All concrete, reinforcing rods, etc., to be used in the replacement of standard concrete shall be furnished by and at the expense of the successful contractor, and standard concrete **shall be replaced in accordance with American Concrete Institute (ACI) Codes, Specifications and Practices.** The Contractor must comply with the most current edition of the local jurisdiction's regulations and requirements for concrete replacement. The contractors shall also be required to furnish all supervision, labor, machinery, tools, and other equipment necessary for the replacement of standard concrete. The Contractor must work expeditiously to complete jobs in a timely manner, without delay. Contractors shall complete all assigned jobs within fifteen (15) calendar days from written notification of job assignment by CAW. In instances where jobs may be completed in less than a 24-hour period, the Contractor must do so.

The concrete work which this bid seeks to contract will result from demolition work performed by Central Alabama Employees or vendors, resulting from intrusive works such as main line or other leak repairs. The successful bidder will be responsible for all site preparations, including but not limited to saw cutting, debris removal, backfilling, and replacement of concrete. The contracted supplier shall bring the site back to the condition that it was in prior to demolition and in a state that is ready for the contracted landscaper to commence their work. The contracted vendor shall be responsible for traffic control and follow all laws and ordinances in conducting the work.

- 3.2.** The contracted supplier will be informed of work via spreadsheets that are regularly sent to the group of vendors who are responsible for varying aspects of projects. The contracted supplier will be responsible for saw cutting and removal of concrete that was damaged by CAW employees or vendors after work was done. It is expected that the site will be left in a safe manner ready for the next trade to come and perform their work on the project.

### **4. General Business Requirements**

By submitting a response, the supplier is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the supplier's submitted Bid Form.

#### **4.1. Standard Insurance Requirements**



Suppliers shall not commence any work until all the insurance as provided herein is obtained nor until CAW has approved such insurance. Certificates issued by the Supplier's Insurance Company must be filed with CAW before any work is commenced as evidence of the insurance as provided herein. Such certificates must contain a clause stating that the Insurance Company will notify CAW ten days prior to any change, cancellation, or renewal of the Supplier's insurance.

1. Workmen's Compensation Insurance: The Supplier shall carry Workmen's Compensation Insurance during the life of the Contract to insure statutory liability to their employees.
2. Comprehensive General Liability and Property Damage: The Supplier shall carry Comprehensive General Liability and Property Damage Insurance during the life of the contract covering all of the Supplier's own operations. The limits shall not be less than \$1,000,000 for bodily injury and \$500,000 for property damage.
3. Comprehensive Automobile Liability and Property Damage: The Supplier shall carry Comprehensive Automobile Liability and Property Damage Insurance during the life of the contract covering supplier's own automobile equipment and if any, supplier hired and non-supplier owned vehicles. The limits shall not be less than \$100,000 for each person, \$300,000 each accident for bodily injury, and \$100,000 for property damage.

#### 4.2. Bonding

All bids involving an amount over \$100,000.00 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.

**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 Central Alabama Water for an amount not less than five percent (5%) of Central Alabama Water estimated cost or of the contractor's bid, but in no event, more than ten thousand dollars (\$10,000). Bid bonds shall be retained by CAW until such a time as a contract is executed and a purchase order is issued.

#### **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. The bond must be issued by a Corporate Surety authorized to do business in the State of Alabama. The performance bond must be submitted to CAW within ten (10) calendar days of CAW Chief Executive Officer or their designated signatory signing the contract. Work cannot be performed until the appropriate documentation has been received and CAW issues a notice to proceed (NTP).

#### 5. Solicitation Bid Factors

This section contains detailed technical requirements and related services for this solicitation. CAW has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. CAW will not tailor these needs to fit a particular solution a supplier may have available; rather, the suppliers shall propose to meet CAW's needs as defined in this solicitation. All claims shall be subject to demonstration. Suppliers are cautioned that conditional responses/bids, based upon assumptions, may be deemed non-responsive.

Unless requested otherwise, all responses must be provided within the forms provided included with this solicitation.



### **5.1. Introduction**

All of the items described in this section are service levels and/or terms and conditions that CAW expects to be satisfied by any awarded supplier. Each supplier must indicate its willingness and ability to satisfy these requirements in the supplier's submitted response.

Unless otherwise specified, references to brand name or trade name/mark products are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified and are determined by CAW to meet its needs in all respects. Each supplier's response must indicate the brand name, model, and/or series number of the product offered and include such specifications, catalog pages, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

### **5.2. Mandatory Requirements**

As noted in the preceding section, this solicitation contains mandatory requirements (e.g., product specifications, service or quality levels, staff requirements, experience, or license requirements, etc.) which must be met by the supplier in order for the supplier to be considered "responsive" and, therefore, eligible for contract award. These mandatory requirements will be defined in one or more of the following ways:

1. Requirements in this solicitation document
2. Requirements contained in any attachment to this solicitation, such Certification of Non-Discrimination, Debarment Form, any CAW requested bonds, and the Cost Worksheet

## **6. Bid Form**

Each supplier's response must include firm pricing. Pricing should be F.O.B. and conform to the specifications described in this document and on the bid form. Bid forms must be signed, unsigned bid forms may be cause for a supplier's submission to be deemed nonresponsive and thus disqualified from consideration.

## **7. Evaluation and Award**

All timely responses will be evaluated in accordance with Alabama State law and CAW policies. The objective of the evaluation process is to identify the most competitive bid. Once the evaluation process has been completed, the apparent successful supplier(s) will be required to enter into discussions with CAW to resolve any exceptions to CAW's contract.

Solicitations may result in multiple awards determined by pricing and availability. Any contract award(s) resulting from the solicitation will be made to the lowest, responsive, and responsible supplier(s) meeting all specifications and with whom CAW has reached agreement on all contract terms and conditions. CAW reserves the right to select one or more suppliers for award by way of awarding all items to one supplier, individual line items to one or more suppliers, or subcategories of products/services to one or more suppliers when to do so is in the best interests of CAW.

## **8. Indemnification**

The successful bidder shall indemnify and hold harmless CAW and its present and future affiliates, and the representatives, agents, officers, and employees of each of them (The "Indemnified Parties") from and against any and all loss, damage, or liability resulting from demands, claims, suits, or actions of any character presented or brought for any injuries (including death) to persons (including without limitation employees or agents of the successful bidder) and for damages to property caused by or arising out of any negligent (including strict liability), wanton, or intentional act or omission of the successful bidder, any of its subcontractors, anyone directly or indirectly employed by any of them or anyone whose actions anyone of them may be liable or in any way associated or connected with the performance of the obligations under these specifications, in whatever manner the same may be caused, and whether or not the same be caused or arise out of the joint, concurrent or contributory negligence of any of the Indemnified Parties. The preceding indemnity shall include, but not be limited to, court costs, reasonable attorney's fees, investigation costs, defense costs, settlements, and judgments associated with such demands, claims, suits, or actions. CAW shall not be liable for, and the successful bidder shall waive all claims against CAW and be responsible for, all loss or damage to persons or property sustained by the successful bidder, its officers, agents, or employees (except such as may arise because of the sole negligence of CAW) which may arise about the services to be performed by the successful bidder hereunder.



## 9. Dispute Resolutions, Governing Law, Venue, and Jurisdiction

### 9.1. Dispute Resolutions

The Parties hereby recognize and affirm that this Agreement is contractual in nature and that it does not involve any interest in real estate. Accordingly, all disputes, claims, controversies or litigation arising out of, or relating to, or in connection with, any provision of this Agreement or the Parties thereto, whether asserted as the basis for a claim, counterclaim or crossclaim, or a defense to a claim, counterclaim or crossclaim shall be resolved by a judge sitting without a jury. The Parties understand that they have a right to litigate disputes in court, and that they prefer to resolve their disputes through a trial before a judge sitting without a jury and that they knowingly waive any right they have to a jury trial. The Parties agree and understand that all disputes' claims, controversies or litigation arising under case law, statutory law and all other laws including, but not limited to, all contract, tort and equitable relief will be subject to a trial before a judge sitting without a jury in accord with this contract

### 9.2. Governing Law

All contracts entered into as a result of this solicitation shall be governed by and construed in accordance with the substantive laws of the State of Alabama. All parties agree that that venue for all such disputes, claims, controversies, or litigation arising from or relating to this contract or the parties thereto shall only be before the circuit court for Shelby County, Alabama.

### 9.3. Jurisdiction

The Parties knowingly waive any right they have for subject matter jurisdiction and personal jurisdiction to be vested in any federal district court and that the parties hereby agree that the subject matter jurisdiction and personal jurisdiction to resolve any and all disputes, claims, controversies or litigation arising out of, or relating to, or in connection with any provision of this contract or the parties thereto, whether asserted as the basis for a claim, counterclaim or cross-claim, or a defense to a claim, counterclaim or cross-claim shall only be in the circuit court for Shelby County.

## 10. Invoicing

CAW will render payment to the awarded supplier(s) by check on a net 30-day basis after receipt of the products and/or services and an invoice that has been submitted as required in this solicitation, unless CAW authorizes alternative terms in writing. **All invoices must be submitted to [accountspayable@caw-al.gov](mailto:accountspayable@caw-al.gov) within 30 days of completion of project.** Any discrepancies noted by CAW must be corrected by the awarded supplier within 48 hours. The payment amount due on invoices cannot be altered by CAW personnel. Once disputed items are resolved, the awarded supplier must submit an amended invoice or a credit memorandum for the disputed amount. CAW will not make partial payments on an invoice where there is a dispute. CAW will only make payments on authorized transactions.

### **Invoices submitted pursuant to this solicitation must include:**

- Name and remittance address of supplier
- Invoice date
- Invoice number
- Solicitation number
- CAW Issued PO number
- Must clearly show the description of products and/or services to include the number of each product or line item fulfilled and/or project name
- Contact information of the person to be notified in event of a discrepancy in the invoice



# Bid Form

## Standard Concrete Replacement, Bid# 26-14-07

Submitted below is our firm bid for items and services by your "Invitation to Bid" and "Specifications and Conditions" for Standard Concrete Replacement, **due Tuesday, June 16, 2026, @ 10:00 a.m.** Bid must be submitted in a sealed envelope, directed to the attention to the Buyer, Shayla Townsend and marked in the lower left-hand corner of the envelope as follows: "Standard Concrete Replacement (Material and Installation). The undersigned has read and understands said "Invitation to Bid" and "Specifications and Conditions" and expressly agrees to be bound by the terms.

Line Item	Estimated Quantities	Description	Per unit Price	Total Price
1	335	Cubic Yards Concrete <u>Driveways</u>	\$ _____	\$ _____
2	107	Cubic Yards Concrete <u>Sidewalks</u>	\$ _____	\$ _____
3	76	Cubic Yards Concrete <u>Valley Gutters</u>	\$ _____	\$ _____
4	70	Cubic Yards Concrete <u>Curb and Gutters</u>	\$ _____	\$ _____
5	80	Square Feet Brick <u>Paving, Cobblestone, etc.</u>	\$ _____	\$ _____
6	3	Cubic Yards <u>Wheelchair Ramps</u>	\$ _____	\$ _____

**Grand Total \$** \_\_\_\_\_

Signed \_\_\_\_\_

Telephone \_\_\_\_\_

Name \_\_\_\_\_

GC License # (if applicable) \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

City \_\_\_\_\_

Company \_\_\_\_\_

State \_\_\_\_\_ ZIP \_\_\_\_\_

Email \_\_\_\_\_



RFP/BID#: \_\_\_\_\_

## NO BID

If you are not bidding on this service/commodity, please complete and return this form to: **Central Alabama Water, 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 the deletion of vendor's name from the Vendor/Contractor's list for Central Alabama Water.*

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)



## Receipt of Bid Package

Date/Time Receipt of Response

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

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

Issuing Officer: \_\_\_\_\_

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

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

### Signatures

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

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

**CAW Purchasing Department shall retain all hard copies of each applicable receipt of bid package(s). CAW 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.**



## Supplier Information Form

1. Name of Company

As Shown On W9 (Line 1)

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2. Doing Business As

As Shown On W9 (Line 2):

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3. Mailing Address:

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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. **Description of Products and/or Services:**

13. COMMENTS:



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: \_\_\_\_\_

**INSERT FOR BIDS OR RfP's REGARDING SECTION 9 OR IMMIGRATION ACT**

Ala. Code §31-13-9 (1975) provides that as a condition for the award of any contract, grant or incentive by the Central Alabama Water, a business entity or employer that employs one or more employees within the State of Alabama, shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien. You should provide documentation establishing that the business entity or employer is enrolled in the E-Verify program.

If you are not enrolled, the website is [e-verify program](#). Click on the home page. Once on the home page, click on Enroll in E-verify, it will take you through the necessary steps to enroll. Print documents and submit as requested.

## **NON-DISCRIMINATION POLICY**

Central Alabama Water (“CAW”) is an equal opportunity employer. CAW does not unlawfully discriminate in its employment practices, operations, or provision of services. All decisions are made based on merit, qualifications, and legitimate business needs, without regard to any characteristic protected by applicable law. CAW complies with all applicable federal and Alabama laws prohibiting discrimination, harassment, and retaliation and prohibits retaliation.



**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 Supplier affirms, acknowledges and agrees, that its terms and conditions are part of that certain agreement already entered into between Central Alabama Water and Vendor for \_\_\_\_\_ dated \_\_\_\_\_, 2026 (“Original Agreement”). The Supplier 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:** Supplier and the Supplier representative(s) signed below certify under penalty of perjury by the execution of this Agreement that no part of the funds paid by Central Alabama Water 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 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 Supplier 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 Central Alabama Water 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, Supplier shall immediately refund to Central Alabama Water all amounts paid by Central Alabama Water pursuant to this Agreement.

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



any of the officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of Central Alabama Water, or to anyone else for Central Alabama Water's, Central Alabama Water's official, or Central Alabama Water's employee's benefit, any sum of money or other thing of value, for aid of assistance in obtaining any amendment to this Agreement or any other agreement with the Supplier for which compensation will be claimed during the period of time this Agreement is being performed.

Authorized signature:

Project **Bid#**  
Name: \_\_\_\_\_  
(printed)

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

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

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

**(Please return this form with your contract submittal)**

# **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 Central Alabama Water. 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 \$100,000.00** 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 Central Alabama Water 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.*

## BID BOND

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

KNOW ALL PERSONS BY THESE PRESENTS: That we "the Bidder",  
\_\_\_\_\_ a corporation \_\_, individual \_\_, partnership \_\_, joint venture \_\_,  
of the state of \_\_\_\_\_ qualified to do business in the State of Alabama, as Principal, and "the Surety,"  
\_\_\_\_\_ of the state of \_\_\_\_\_ authorized to do business  
as surety in the State of Alabama, are hereby held and firmly bound unto Central Alabama Water  
("Owner"), as obligee, in the amount of five percent (5%) of the sum of the Bidder's Bid, which equates to the  
sum of \$ \_\_\_\_\_, but in no event more than \$10,000.00, for the payment of  
which the bidder and surety hereby bind ourselves, our respective heirs, successors, legal  
representatives and assigns, jointly and severally, firmly by these presents in compliance with law.

WHEREAS, the Bidder has submitted to the Owner the Bidder's Bid, to which this Bond is attached, to  
enter the contract with the Owner for the project entitled, \_\_\_\_\_ covered by Bid  
Documents.

**NOW, THEREFORE: THE CONDITION OF THIS OBLIGATION IS THAT**, if the Bidder (a) shall enter  
into a Contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be  
specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of the  
Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (b) in the event  
of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the  
Owner the sum amount as provided by paragraph B below - then TIDS OBLIGATION SHALL BE NULL AND  
VOID, otherwise TIDS OBLIGATION SHALL REMAIN IN FULL FORCE AND EFFECT.

A. If the Owner makes demand on the Surety to perform in accordance with the Surety's obligations under this  
bond, the Surety shall be liable for the sum set forth in this Bid Bond for the difference between the amount of the  
Bidder's Bid and the amount of the next lowest bidder. Said sum shall be immediately due and payable to the  
Owner, and the Surety shall pay that sum without delay. Additionally, the Surety shall reimburse the Owner for  
all costs of collection, including, but not limited to, costs of court and reasonable attorney's fees.

B. Notwithstanding the Surety's obligation set forth in the preceding paragraph, if the Owner makes demand on  
the Principal to perform in accordance with its obligations under this bond, then pursuant to Ala. Code § 39-2-11  
(1975), the Principal shall be liable for the difference in the amount of the Bidder's Bid and the amount of the  
next lowest bidder. Said sum shall be immediately due and payable to the Owner, and the principal shall pay that  
sum without delay. Additionally, the Principal shall reimburse the Owner for all costs of collection, including,  
but not limited to, the costs of court and reasonable attorney's fees.

C. The Surety, for value received, stipulates and agrees that the obligations of the Surety and its Bond shall be in  
no way impaired or affected by any extension of the time within which the Owner may accept the Bid, and the  
Surety does, by this agreement, waive notice of any such extension.

D. It is the intention of the Bidder, Surety and Owner that the Surety shall be bound by all terms and conditions  
of the Bid Documents and this Bid Bond. However, if any provision(s) of this Bid Bond is/are illegal, invalid or  
unenforceable, all other provisions of this Bid Bond shall nevertheless remain in full force and effect and the  
Owner shall be protected to the full extent of the law. •

**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 meets  
the requirements of Ala. Code 1975, § 39-2-4 and (b) that this Bid Bond is not written in a sum in excess of the  
amount limitation designated in Ala. Code 1975 § 39-2-4.

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) (CORPOR.ATE seal HI.RE)

**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**

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

(NOTARY SEAL HERE)

Alabama Supplier's License Form

Valid General Contractor's State License Number: \_\_\_\_\_

Monetary Threshold: \_\_\_\_\_

Type of Work Allowable to Be Performed Under License

Your referenced General Contractor's License Number must be placed on the outside envelope of your bid submittal package in the lower left-hand corner. Failure to place your General Contractor's State License Number on the outside envelope of your bid package may deem your entity non-responsive and your bid may be rejected.

Solicitation Name and Bid No.:

\_\_\_\_\_

Company Name:

\_\_\_\_\_

Company Address:

\_\_\_\_\_

Signature of Authorized Company Representative

\_\_\_\_\_

Name and Title of Authorized Company Representative:

\_\_\_\_\_

Date:

\_\_\_\_\_

Bid package must be mailed in a sealed package as directed in solicitation documentation.

## PERFORMANCE BOND FOR CAW 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 Central Alabama Water (“**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)**



## INSURANCE

### Public Works Bids

Contractors shall not commence any work until all the insurance as provided herein is obtained nor until the Board has approved such insurance. Certificates issued by the Contractor's Insurance Company must be filed with the Board before any work commenced as evidence of the insurance as provided herein. Such certificates must contain a clause stating that the Insurance Company will notify the Board ten days prior to any change, cancellation or renewal of the Contractor's insurance.

**Workmen's Compensation Insurance:** The Contractor shall carry Workmen's Compensation Insurance during the life of the Contract to insure statutory liability to their employees.

**Comprehensive General Liability and Property Damage:** The Contractor shall carry Comprehensive General Liability and Property Damage Insurance during the life of the contract covering all of the Contractor's own operations. The limits shall not be less than \$1,000,000 for bodily injury and \$500,000 for property damage.

**Comprehensive Automobile Liability and Property Damage:** The Contractor shall carry Comprehensive Automobile Liability and Property Damage Insurance during the life of the contract covering (a) Contractor's own automobile equipment and (b) hired and non-owned vehicles. The limits shall not be less than \$100,000 for each person, \$300,000 for each accident for bodily injury and \$100,000 for property damage.

**LABOR AND MATERIAL PAYMENT BOND FOR cCAW 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 \_\_\_\_\_ (“**Surety**”), of the State of \_\_\_\_\_, herein represented by \_\_\_\_\_, its \_\_\_\_\_, who jointly and severally guarantee to Central Alabama Water (“**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 \_\_\_\_\_, 20 \_\_\_\_.

\*\* If the 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)**

**BIDDER QUALIFICATIONS STATEMENT**

(Completion of this statement is required to be submitted with the Bid.)

SUBMITTED TO:

Central Alabama Water  
3600 First Avenue North  
Birmingham, Alabama 35222

SUBMITTED FOR:

NAME OF PROJECT \_\_\_\_\_  
RFP Number/BID# \_\_\_\_\_

SUBMITTED BY:

Name of Organization: \_\_\_\_\_  
(Print or Type Name of Bidder)

Name of Individual: \_\_\_\_\_

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

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

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax \_\_\_\_\_ No.: \_\_\_\_\_

Gentlemen:

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

(Note: Attach additional sheets as required.)

1.0 Bidder's General Business Information

1.1 Check if:

- Corporation     Partnership     Joint Venture     Sole Proprietorship

If Corporation:

A. Date and State of Incorporation:

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B. List of Executive Officers:

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

If Partnership:

A. Date and State of Organization:

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B. Names of Current General Partners:

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C. Type of Partnership

- General     Publicly Traded  
 Limited     Other (describe): \_\_\_\_\_

If Joint Venture:

A. Date and State of Organization:

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B. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk \*):

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If Sole Proprietorship:

A. Date and State of Organization:

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B. Name and Address of Owner or Owners:

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- 2.0 How many years has your organization been in business as a general Contractor? \_\_\_\_\_
- 3.0 If your organizational structure has changed within the past five years, provide data as listed above in Item 1.0 for your previous organization.
- 4.0 Do you plan to subcontract any part of this project? \_\_\_\_\_ If so, give details.

- 5.0 Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.
- 6.0 Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.
- 7.0 In the last five years, has your organization, or any predecessor organization, failed to substantially complete a project in a timely manner? If the answer to this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.
- 8.0 On Schedule A, attached, list name, location and description of project, owner, architect or engineer, contract price, percent complete and scheduled completion of the major construction projects your organization has in progress on this date. Provide name, address and telephone number for a reference for each project listed.
- 9.0 On Schedule B, attached, list name, location and description of project, owner, architect or engineer, contract price, date of completion and percent of work with your own forces of major projects of the same general nature as this project which your organization has completed in the past five years. Provide name, address and telephone number of a reference for each project listed.

10.0 On Schedule C, attached, list name and construction experience of the principal individuals of your organization directly involved in construction operations.

11.0 List the states and categories of construction in which your organization is legally qualified to do business.

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12.0 Provide the following for your surety:

12.1 Surety Company: \_\_\_\_\_

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

A. Address: \_\_\_\_\_

B. Telephone No.: \_\_\_\_\_

13.0 Provide the following with respect to an accredited banking institution familiar with your organization.

13.1 Name of Bank: \_\_\_\_\_

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

13.3 Account Manager: \_\_\_\_\_

13.4 Telephone No.: \_\_\_\_\_

14.0 Provide the name, address and telephone number of an individual who represents a major equipment/material supplier whom the Owner may contact for financial reference:

Bidder: \_\_\_\_\_  
(Print or Type Name of Bidder)

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

\_\_\_\_\_

(CORPORATE SEAL)

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

Attachments A, B and C

----- (Acknowledgment) -----

\_\_\_\_\_ being duly sworn, deposes and says  
that he/she is \_\_\_\_\_ of \_\_\_\_\_;  
(Name of Bidder)

that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on  
behalf of

( ) himself/herself; ( ) said partnership; ( ) said corporation.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, in the County  
of \_\_\_\_\_, State of \_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

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

(Seal)

++END OF BIDDER QUALIFICATIONS STATEMENT++

**ATTACHMENT A**

**SCHEDULE A  
PROJECTS IN PROGRESS**

<u>Name, Location and Description of Project</u>	<u>Owner</u>	<u>Architect or Engineer</u>	<u>Contract Price</u>	<u>Percent Complete</u>	<u>Scheduled Completion</u>	<u>Reference/Contract Include Address and Phone</u>
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**ATTACHMENT B**

**SCHEDULE B  
PROJECTS COMPLETED**

<u>Name, Location and Description of Project</u>	<u>Owner</u>	<u>Architect or Engineer</u>	<u>Date Completed</u>	<u>Contract Price</u>	<u>Percent with Own Forces</u>	<u>Reference/Contract Include Address and Phone</u>
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**ATTACHMENT C**

**SCHEDULE C  
PERSONNEL**

<u>Name</u>	<u>Position</u>	<u>Date Started with This Organization</u>	<u>Date Started in Construction</u>	<u>Prior Positions and Experience in Construction</u>
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## ***POTENTIAL SUB-CONTRACTOR LIST***

This form is intended to capture any use of Sub-Contractor's during this bid award contract. This form must be completed and included in the sealed bid package. Bidder/prime contractors should also maintain a copy of this form on file.

Bidder Name:	Project Name:
Bid/Proposal No.:	Contact Person:
Address:	Cell No.
Office No.	Email:

I have identified potential certified subcontractors:     Yes     No

If yes, please complete information below.

<b><i>Subcontractor Name/Company</i></b>	<b><i>Company Address</i></b>	<b><i>Phone:</i></b>	<b><i>Email:</i></b>