CONTRACT DOCUMENTS
BID FORM AND SPECIFICATIONS
FOR
BID NO 007-14 UNIFORMS 2014
FOR
UTILITIES DEPARTMENTS AND PUBLIC WORKS
FOR
CITY OF FAIRHOPE

Timothy M Kant, Mayor
Jack Burrell, Council President

Set No._______

Posted 1-27-2014
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Sealed bids will be received by the City of Fairhope, in Baldwin County, Alabama, at the City of Fairhope offices located at 555 S. Section Street, Fairhope, Alabama, until 2:00 P.M. February 17, 2014 then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:

**BID NO. 007-14 UNIFORMS 2014**

Bid documents will be posted on the City of Fairhope website: [www.cofairhope.com](http://www.cofairhope.com) or a copy may be obtained by emailing the Purchasing Manager at: dan.ames@cofairhope.com. Specifications are on file and may be seen in the Purchasing Department of the City of Fairhope, Alabama, located at 555 S. Section Street. Prior to opening, Bid packages may be picked up at that location during normal operation, between 7:00 A.M. and 4:00 P.M. local time.

Questions or comments pertaining to this bid must be presented in writing and sent as e-mail to the attention of the Purchasing Manager, Daniel P. Ames at: dan.ames@cofairhope.com, no later than Seventy-Two hours prior to the bid opening or will be forever waived.

All Bids must be on blank bid forms provided in the Bid documents. Bids shall be accompanied by a BID SECURITY equal to 5% (percent) of the bid price, but in no event more than $10,000.00. BID SECURITY shall be in the form of a Bid Bond signed by a Bonding company authorized to do business in the State of Alabama, or a Cashier’s Check payable to the City of Fairhope. No BID SECURITY is required on bid less than $10,000.00. NOTE: For this Bid, the Bid Bond is Waived.

**THERE WILL BE A NON-MANDATORY PRE-BID MEETING at 10:00 a.m. February 4, 2014 at the Fairhope Public Utilities Building, 555 S. Section Street, Fairhope, AL.**

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

All bids, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as “Sealed Bid with Bid Name, Bid Number, City of Fairhope’s name and address, and the Bidder’s name and address. Each bid must be in a separate envelope. Bids made out in pencil will not be accepted. Failure to observe the instructions contained herein will constitute grounds for rejection of your bid. The City reserves the right to accept or reject all bids, or any portions thereof, and to furnish any item of material or work to change the amount of the CONTRACT, whichever is in the best interest of the City of Fairhope.

Failure to observe the instructions contained herein will constitute grounds for rejection of your bid. The City reserves the right to accept or reject all bids or any portion thereof whichever is in the best interest of the City of Fairhope.

The company that is awarded the bid must have Workman’s Compensation Insurance on all of its employees if work is done on City premises. General Liability Insurance must be maintained to hold the City harmless in the event of an accident. Awarded Vendor must submit to the City, Proof of Workman’s Compensation Insurance if work is done on City premises and General Liability Insurance specifying coverage. See bid packet for details.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State licensing board for General Contractors, Montgomery, Alabama, as required by Chapter 8, Title 34, of the Code of Alabama, 1975. In addition, the awarded vendor, if a non-resident of the State, and if a Corporation, Shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama, [http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx](http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx). Bidder must have a current business license, or purchase a business license with the City of Fairhope prior to work performed. No bids shall be withdrawn for the period of thirty (30) days subsequent to the opening of bids without the consent of the City of Fairhope, Baldwin County, Alabama. Once completed, a tabulation of the responsive and responsible bids will be available for public viewing by visiting the following web address: [www.cofairhope.com](http://www.cofairhope.com).

Daniel P Ames, Purchasing Manager
City of Fairhope
Posted 1-27-2014
ITEM II
INSTRUCTIONS TO BIDDERS

2.0  AWARD OR REJECTION OF BIDS
2.0.1 The Bid will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the City of Fairhope to accept it. The Contract may be awarded by LUMP SUM or LINE ITEM, whichever is in the best interest of the City. The bidder(s) to whom the award is made will be notified at the earliest possible date. The City of Fairhope, however, reserves the right to reject any and all bids and to waives any informality in bids received whenever such rejection or waiver is in the interest to the City of Fairhope.

2.01 LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF FAIRHOPE:
The City of Fairhope, Alabama, will not furnish any labor, material, or supplies unless specifically provided for in the Contract documents.

2.02 SIGNATURE TO BIDS:
Each bid must give the full business address of the Bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word “president”, “secretary”, “agent” or other designation without disclosing his principal, may be held to be the bid of individual signing. When requested by the City of Fairhope, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

2.03 ALTERNATE BIDS:
Alternate bids will not be considered unless called for.

2.04 CORRECTIONS:
Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

2.05 OWNER:
Where the word “Owner” appears herein, the same refers to City of Fairhope, Alabama, and includes the Fairhope City Council, its governing body.

2.06 INSURANCE:
Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as “additional insured” on all applicable certificates. These limits and coverage’s specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor. All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the City. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the City for prior approval. See the instructions (ITEM VII) hereinafter contained with respect to the type, form, and amounts of required insurance policies.

2.07 MARKING AND MAILING BIDS:
Mark and mail bids per the instructions in Item I, Advertisement for Bids.

2.08 TIME FOR RECEIVING BIDS:
Bids received prior to the time of opening will be securely kept, unopened. The Owner will decide when the specified time has arrived, and no bid will be considered if received thereafter, except that when a bid arrives by mail after time for opening, but before award is made, and it is shown to the satisfaction of the Owner that the non-arrival on time was due solely to delay in the mail for which the bidder was not responsible, such bid will be received and considered. No responsibility will attach to the City of Fairhope or Fairhope City Council for the premature opening of a bid not properly addressed or identified. Unless specially authorized, telegraphic bids will not be considered.

2.09 WITHDRAWAL OF BIDS:
Bids may be withdrawn on written or telegraph request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

2.10 BIDDERS PRESENT:
At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested who may be present either in person or by representation.

2.11 AWARD OR REJECTION OF BIDS:
2.11.1 The Contract will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the Owner to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Owner. It also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

2.11.2 Local vendors, within the city limits of the City of Fairhope, will have a 3% favorable allowance in all bids.
2.11.3 The Contract may be awarded by LUMP SUM or LINE ITEM, whichever is in the best interest of the City.

2.12 ERRORS IN BIDS:
Bidders or their authorized agents are expected to examine the specifications and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder’s own risk, and he cannot secure relief on the plea of error in the bid. In case of error in the extension of prices, the unit price will govern.

2.13 CONTRACT AND BOND:
The bidder to whom award is made must, when requested, enter into written contract on the standard form as set out herein, within the period specified, or, if no period be specified, within 15 days after the required forms are presented to him for signature.

2.14 COLLUSION:
If there is any reason for believing that collusion exists among the Bidders any or all proposals may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the City of Fairhope.

2.15 SUBLETTING OR ASSIGNING OF CONTRACT:
Limitations: The Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the contract, his right, title or interest therein, of his power to execute such contract, to any person, firm or corporation without written consent of the City of Fairhope, and such written consent shall not be construed to relieve the Contractor of any responsibility for fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all contract work.

2.16 SCOPE OF WORK
See Item VIII for scope of work and specifications.

2.17 COMPLIANCE
2.17.1 All bid components will comply with all Federal, State and Local laws, ordinances, codes and regulations.
2.17.2 The awarded vendor will be responsible for insuring that all items meet specifications before delivery.
2.17.3 Awarded vendor will make no substitutions for bid items without prior written approval of the City of Fairhope Purchasing Department.

2.18 ORDERING
2.18.1 The City of Fairhope Purchasing Department will issue Purchase Order(s) to the awarded vendor for bid items as needed, on a per each basis, not case quantities.
2.18.2 If awarded vendor fails to fill Purchase Order(s) or deliver on time, the City of Fairhope reserves the option to procure needed, comparable items from any source, and bill the awarded vendor for associated expenses generated by such failure.
2.18.3 Bid Duration: One (1) year from award of bid or signing date of contract, with the option to renew bid or contract for up to Two (2) additional years if terms and conditions, including pricing remain the same, and both parties are in agreement to renewing the bid or contract.
2.19 PACKAGING & DELIVERY
2.19.1 Deliver bid items to City of Fairhope Warehouse, 555 South Section Street, Fairhope, Al, or other designated City site, maintaining product in proper state, undamaged.
2.19.2 At point of delivery, awarded vendor will present an itemized delivery ticket with the Purchase Order Number clearly referenced thereon, to City of Fairhope receiving personnel for signing.
2.19.3 F.O.B. City of Fairhope, Freight Prepaid (Allowed), as directed.
2.19.4 Shortages, defective or damaged items will be rejected. The awarded vendor will replace such items within ten (10) working days.
2.19.5 If applicable, all titles, fees, as well as other charges, are to be paid by awarded vendor. Awarded vendor is to furnish prepaid certificate of title in the name of the City of Fairhope, Title shall change upon acceptance of delivery at the OWNER approved delivery location.
2.19.6 The bidder shall give the City at least 24 hours notice (Weekends and Holidays excluded) prior to delivery on site.

2.20 PAYMENT
2.20.1 Invoices -- Upon completion of service and delivery of materials specified in the applicable purchase order, awarded vendor will submit an invoice and signed delivery ticket to:
   City of Fairhope
   Accounts Payable Department
   P.O. Drawer 429
   Fairhope, AL 36533

2.20.2 All invoices must reference appropriate Purchase Order Numbers
2.20.3 Payment Of Invoice: All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.

2.21 EXCEPTIONS / CHANGES
Compliance with or variations from the specifications must be noted as to each item on the Specification Sheet. This requirement must be met even though the Purchasing Manager may alter the specifications in the form of an addendum to accommodate variances. A request for a change in the specifications to accommodate a variation must be called to the attention of the Purchasing Manager at least 72 hours before the bid opening date. All requests for such changes will be considered and the merits weighed. Only those changes in specifications deemed to be in the best interest of the City will be made. In the event of a change in specifications, an addendum will be supplied to bidders. Exceptions may be accepted if they are minor, equal, or superior to that which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The exceptions shall refer to the specification page and paragraph number The City shall determine which (if any) exceptions are acceptable and this determination shall be final.

ITEM III
BID RESPONSE FORM
**BID NO. 007-14 Uniforms 2014**

Delivery Lead Time ARO ________ days

**Bid Duration:** One (1) year from award of bid or signing date of contract, with the option to renew bid or contract for up to Two (2) additional years if terms and conditions, including pricing remain the same, and both parties are in agreement to renewing the bid or contract. Bid will include all labor, materials, equipment, shipping and postage, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this contract and scope of work, on a per unit basis. If available, show quantity / price breaks on separate, attached sheet. The Contract may be awarded by LUMP SUM or LINE ITEM, whichever is in the best interest of the City.

***Winning bidder to have sales representative on site for all fittings, measurements and corrections***

*** Samples of a shirt with logo will be submitted to, and approved by the City of Fairhope, before production run***

<table>
<thead>
<tr>
<th>UTILITIES--GAS AND WATER</th>
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<tbody>
<tr>
<td><strong>PANTS</strong></td>
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<td></td>
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<tr>
<td>CARHARTT B11 (equivalent or better), Color-- Moss or Midnight.</td>
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<tr>
<td>Alteration charge (if necessary)</td>
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<tr>
<td><strong>SHIRTS</strong></td>
</tr>
<tr>
<td>Long Sleeve</td>
</tr>
<tr>
<td>CARHARTT S09-266 Long Sleeve (equivalent or better), Color-- Cottonwood (266). Utility logo embroidery included. See .jpg file attached</td>
</tr>
<tr>
<td>Short Sleeve</td>
</tr>
<tr>
<td>CARHARTT S09-266 Long Sleeve (equivalent or better), Color-- Cottonwood (266). TO INCLUDE A PRICE FOR CONVERSION TO A SHORT SLEEVE, IF NECESSARY. Price to include City Utility logo embroidery. See .jpg file attached</td>
</tr>
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<tr>
<th><strong>PUBLIC WORKS</strong></th>
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<tbody>
<tr>
<td><strong>Men's Long Sleeve</strong></td>
</tr>
<tr>
<td>Blue Generation #BG-8213 (equivalent or better), French Blue or exact match with “The City of Fairhope” white embroidery in ARIEL 34 BOLD 2 ½” above the chest pocket</td>
</tr>
</tbody>
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<thead>
<tr>
<th>Manufacturer &amp; Item Number</th>
<th>UNIT PRICE Cat. 1 (Sm to XL) including Embroidery Logo</th>
<th>UNIT PRICE Cat. 2 (2XL to 3XL) including Embroidery Logo</th>
<th>UNIT PRICE Cat. 3 (4XL and up) including Embroidery Logo</th>
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<tr>
<td>Men's Short Sleeve</td>
<td>Blue Generation #8213S (equivalent or better) French Blue or exact match “The City of Fairhope” white embroidery in ARIEL 34 BOLD 2 ½” above the chest pocket</td>
<td>UNIT PRICE Cat. 1 including Embroidery Logo (Misses 6 to 18)</td>
<td>UNIT PRICE Cat. 2 including Embroidery Logo (Women’s up to 2X)</td>
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</tr>
<tr>
<td>Women’s 3/4 Sleeve Shirt</td>
<td>Blue Generation (equivalent or better) #BG6330 Color-- Royal Blue with “The City of Fairhope” white embroidery in ARIEL 34 BOLD on the left chest, 3½” below the center shoulder seam.</td>
<td>UNIT PRICE Cat. 1 (Misses 6 to 18)</td>
<td>UNIT PRICE Cat. 2 (Women’s up to 2X)</td>
</tr>
<tr>
<td>Men’s Pants</td>
<td>Red Kap PT60NV (equivalent or better) Color Navy Blue</td>
<td>UNIT PRICE Cat. 1 (up to size 42)</td>
<td>UNIT PRICE Cat. 2 (size 44 to 50)</td>
</tr>
<tr>
<td>Alteration charge (if necessary)</td>
<td></td>
<td>UNIT PRICE Cat. 1 (Women’s up to 2X)</td>
<td>UNIT PRICE Cat. 2 (Women’s up to 2X)</td>
</tr>
<tr>
<td>Women’s Pants</td>
<td>Red Kap PT61NV (equivalent or better) color Navy Blue</td>
<td>UNIT PRICE Cat. 1 (Misses 6 to 18)</td>
<td>UNIT PRICE Cat. 2 (Women’s up to 2X)</td>
</tr>
<tr>
<td>Alteration charge (if necessary)</td>
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TOTAL PRICE PER ONE EACH $__________________

Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (bidder to complete below):

<table>
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<tr>
<th>ADDENDUM NO</th>
<th>DATE ISSUED</th>
<th>ADDENDUM NO</th>
<th>DATE ISSUED</th>
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<tbody>
<tr>
<td>___________</td>
<td>___________</td>
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<td>___________</td>
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Each bid must give the full business address of the bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the President, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word “president”, “secretary”, “agent” or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Fairhope, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope, Baldwin County, Alabama in your Invitation to Bid, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. as described in the bid documents and specifications. The undersigned also affirms he/she has not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

WITNESS our hands this _____day of ________________, 2014.
IF INDIVIDUAL

____________________________________ Doing Business As, ______________________________ (Business name)

____________________________________

(SIGNATURE of Individual Bidder) (Business name)

____________________________________

(PRINT name of Individual Bidder)

Business

Business Mailing Address

City, State, Zip code

NOTARY FOR INDIVIDUAL

STATE OF ________________________________}
COUNTY OF ________________________________}

I the undersigned authority in and for the said State and County, hereby certify that

___________________________ as _______________ of___________________________________

PRINT name of Bid signer    Title    PRINT Company name

whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day,

that, being informed of the contents of the document they executed the same voluntarily on the day the same bears

date.

Given under my hand and Notary Seal on this _____ day of ____________________, 2014.

Notary Public_______________________________

My Commission Expires   ___/___/_____

IF CORPORATION, PARTNERSHIP, OR JOINT VENTURE

Name of Corporation, Partnership or Joint Venture

BY:

(SIGNATURE of Officer authorized for sign Bids and Contracts for the firm) (Position or Title)

(PRINT name of Officer authorized for sign Bids and Contracts for the firm)

(PRINT NAME(S) OF OTHERS IF IN PARTNERSHIP)

Business

Business Mailing Address

City, State, Zip Code

AL General Contractor’s License__________ Foreign Corporation Entity ID

(Required of Out of State vendors)

THIS MUST BE NOTARIZED

NOTARY FOR CORPORATION, PARTNERSHIP OR JOINT VENTURE
ITEM IV
BID BOND

The PRINCIPAL (Bidder’s name and address)
The OWNER:
City of Fairhope
P.O. Drawer 429
Fairhope, Al 36533

The PROJECT for which the Principal’s Bid is submitted:

Project No.
Project Name:

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

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

NOW, THEREFORE, if, within the terms of the Bid Document, the OWNER accepts the Principals bid and the Principal thereafter either:

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

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

SIGNED AND SEALED this_____ day of ______________________, 2014.

Principal (Company)

By

SIGNATURE

PRINT name and title

ATTEST:

SURETY ATTEST

SURETY COMPANY

By

SIGNATURE

PRINT name and title
ITEM V
PERFORMANCE BOND

KNOW ALL MEN: That we ______________________________________________________________________
(Insert here the name & address of legal title of the Contractor)

__________________________________________________________________________________________ hereinafter called the Principal, and

__________________________________________________________________________________________ (Insert here the name and address of legal title of one or more sureties)
and ______________________________________________________________________________________ and

__________________________________________________________________________________________ hereinafter called the Surety or Sureties, are held and firmly bound unto The City of Fairhope, hereinafter called the Owner in the sum of _______Dollars($ ___________ ) for the payment whereof the Principal and

the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and

severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated __/__/____ entered into a contract with the

Owner for: Bid No.007-14, Utilities Uniforms 2014 which agreement is by reference made a part hereof,

NOW THEREFORE, The conditions of this obligation is such that if the Principal shall faithfully perform the Contract

on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless

the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and

repay the Owner all outlay and expense which the Owner may incur in making good for any such default whence this

obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his

Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said surety or sureties, for value received hereby stipulate and agree that no change,

extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the

Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of any

such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the

Specifications.

Witness our hands and seals this ___ day of _____________________, 2014.

If Individual

(Signature of Individual Bidder) Doing Business As, ____________________________

(Business Name)

Business Mailing Address: _______________________________________________________

______________________________________________________________________________

If Corporation

Name of Corporation, Partnership, or Joint Venture

Business Mailing Address: _______________________________________________________

______________________________________________________________________________

BY: __________________________________________ __________

(Signature of Officer Authorized to sign Bids and Contracts for the Firm) (Position or Title)

(General Contractor’s License Number) Foreign Corporation Entity Id

(Required of out-of-state-vendors)
Attest:

(Secretary) ____________________________ (Name of State under the laws of which incorporated)

(Name of Surety) ____________________________ BY: ____________________________

(Attorney in Fact)

WAIVED
ITEM VI
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that we ________________ as Principal, and __________________ as Surety, are held and firmly bound unto said City of Fairhope hereinafter called the Obligee, in the penal sum of ________ Dollars ($ ____________) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said principal has entered into a certain Contract with said Obligee, dated __/___ 2014. (Hereinafter called the Contract) for Bid No. 007-14, Utilities Uniforms 2014 which Contract and the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the said Principal and all subcontractors to whom any portion of the work in said contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees incurred by the successful claimant or plaintiffs in suits or claims against the contractor arising out of or in connection with the said contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right to action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said Contract is to be performed or in any County in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Fairhope or his successor or representative as the agent of each of them to receive and accept services of process or other pleading issued, or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or preceding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to further provide for Bonds and Contractors on State and other public works and suits thereon".

Witness our hands and seals this _____ day of ____________________, 2014.

________________________, Doing Business As, __________________________________________

(Signature of Individual Bidder) (Business Name)

Business Mailing Address: ____________________________________________________________

____________________________________________________________
Name of Corporation, Partnership, or Joint Venture

Business Mailing Address: 

____________________________________________________________

BY:                                                         ______                                                                    _______

(Signature of Officer Authorized to sign Bids and Contracts for the Firm) (Position or Title)

AL General Contractor’s License Number_________________           AL Foreign Corporation Entity ID___________________

(Required of out-of-state-vendors)

Attest:

(Secretary)     (Name of State under the laws of which incorporated)

(Name of Surety)  (Attorney in Fact)

WAIVED
7.0 INSURANCE REQUIREMENTS

Awarded Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as an “additional insured” under the Contractor’s General Liability insurance and automobile liability insurance policies, and all other applicable policies and certificates of insurance. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the awarded bidder.

7.01 All insurance will be provided by insurers by admitted carriers in the State of Alabama, shall have a minimum A.M. Best rating of A-VII and must be acceptable to the City. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the City for prior approval.

7.02 NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY.

7.03 Worker’s Compensation and Employer’s Liability

Part One: Statutory Benefits as required by the State of Alabama

Part Two: Employer’s Liability

<table>
<thead>
<tr>
<th>Event</th>
<th>Limit</th>
<th>Each Accident</th>
<th>Each Employee</th>
<th>Policy Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily injury by accident</td>
<td>$1,000,000</td>
<td>$100,000</td>
<td>$100,000</td>
<td>$500,000</td>
</tr>
<tr>
<td>Bodily injury by disease</td>
<td>$1,000,000</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7.04 U.S. Longshoreman & Harbor Workers Act (USL&H)

Required if contract involves work near a navigable waterway that may be subject to the USL&H law.

7.05 Maritime Endorsement (Jones Act)

Endorsement required if contract involves the use of a Vessel. Or include coverage for “Master or Member or Crew” under ”Protection and Indemnity” coverage (P&I) unless crew is covered under Workers Compensation.

Bodily injury by accident  $1,000,000  each accident
Bodily injury by disease   $1,000,000  aggregate

7.06 Commercial General Liability

Coverage on an Occurrence from with a combined single limit of (Bodily Injury and Property Damage) combined as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Products/Completed Operation Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

Coverage to include:

- Premises and operations
- Personal injury and Advertising Injury
- Products/completed operations
- Independent Contractors
- Blanket Contractual Liability
- Explosion, Collapse and Underground hazards
- Broad Form Property Damage
- Railroad Protective Liability Insurance if work involves construction, demolition, or maintenance operations on or within 50 feet of a railroad.

7.07 Automobile Liability

Covering all owned, non-owned and hired vehicles with a limit of no less than $1,000,000 combined single limit of Bodily injury and property damage per occurrence.
7.08 **Certificates of Insurance**

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the City PRIOR to commencement of any work on the contract. Each policy shall be endorsed to provide ten (10) days written notice of cancellation to the City.

7.08.1 The Contractor shall require certificates of insurance from sub-contractors. Sub-contractors will carry limits of insurance equal to or greater than those carried by the Contractor. These certificates shall evidence waivers of subrogation in favor of the Contractor and the City, and shall be made available to the City upon request.
ITEM VIII
SCOPE OF WORK AND SPECIFICATIONS

The contractor to provide all necessary supervision, labor, tools, materials, and safety equipment to perform the following tasks:

8.01. SCOPE OF WORK
The Awarded Vendor to provide all necessary supervision, labor, tools, materials and safety equipment to perform the following tasks:

8.01.1 Provide UNIFORMS and associated service as per specifications.
8.01.2 Deliver items to the City of Fairhope Warehouse, Fairhope Al, or other designated City site.
8.01.3 UNIFORMS shall be complete with all of the necessary accessories as shown and described herein. Accessories not specifically mentioned, but necessary to furnish a complete unit ready for use shall also be included. All items shall be new and of current production of national firms that manufacture UNIFORMS, and the specified accessories. The awarded bidder shall supply the UNIFORMS as a complete and coordinated unit.

8.01.4 The attached specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of the City of Fairhope regarding this bid; said specifications should be so considered by the bidders. The use of specific names is not intended to restrict the bidder or any seller or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment best suited for the City of Fairhope. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work by the bidder and at the bidder’s sole expense, the same as if indicated and specified. All materials shall be new and of current production of national firms that supply uniforms and clothing, and the specified accessories.

8.02 SPECIFICATIONS FOR UNIFORMS

8.02.1 Embroidery LOGO
Winning bidder will provide City logo / emblem for each shirt ordered. Logos will be supplied electronically to the successful vendor. The provided artwork and its subsequent embroidery software to be used for embroidering the uniform shirts, are proprietary, and are the sole property of the City of Fairhope, Alabama.

8.02.2 Logos:
8.02.2.1 The logo will be the official logo of the City of Fairhope, AL. Utilities Departments for the Utilities—Gas and Water shirts (as seen below). The logo will be embroidered on the left front (over the heart), above pocket, or, if no pocket, same relative location. Colors to match City of Fairhope Utilities Departments official logo colors. Samples of a shirt with logo will be submitted to, and approved by the City of Fairhope, before production run.
8.02.2.2 The logo for the **Public Works Department** SHIRTS is: “City of Fairhope” ARIEL 34 BOLD in WHITE.

8.02.3 **Men’s Shirts Sizes:** The sizes for this bid will be grouped into three price categories --
Category 1 is: small, medium, large, XL
Category 2 is: 2XL and 3XL
Category 3 is: 4XL and above

**Ladies Shirt (blouse) sizes:**
Category 1 is: Misses 6 to 18
Category 2 is: Women’s up to 2X
Category 3 is: Women’s 3X to 4X

8.02.4 **MEN’S Pants Sizes:** The sizes for this bid will be grouped into three price categories
Category 1 is: up to waist size 42
Category 2 is: 44 to 50
Category 3 is: 50 and up

**Ladies Pant sizes:**
Category 1 is: Misses 6 to 18
Category 2 is: Women’s up to 2X
Category 3 is: Women’s 3X to 4X

8.03 **Sales and Service**
The successful bidder must have local representation available for measuring, fittings, defective goods and alterations.

8.04 **Return & Exchange Policy**
Please state your company’s policy and procedure for handling returns and exchanges.

8.05 **PURPOSE**
It is the intent of the City of Fairhope to acquire **UNIFORMS** with the following minimum specifications:

8.06 **Definitions**

8.06.1 **Utilities – Gas and Water Uniforms**

8.06.1.1 **SHIRT:** Long Sleeve Carhartt #SO9-266 (equivalent or better) Oakman Work Shirt in **Cottonwood** 8 ounce, 100% Cotton ring-spun sandstone twill shirt. Button-down collar, 2 chest pockets with flaps and button closure, Micro-sanded and garment washed for a soft finish and reduced shrinkage. Two-button adjustable cuffs with extended plackets, shoulder pleats for ease of movement and triple-needle stitched at main seams. The color is Cottonwood (266). Available in sizes Small through 4XL and in Tall sizes from Large to 3XL. Available in long sleeves only. **Price to include City Utilities logo embroidery.** See .jpg file attached.

8.06.1.2 **Shirt – Short Sleeve Carhartt #SO9-266 Oakman Work Shirt in Cottonwood**
8 ounce, 100% Cotton ring-spun sandstone twill shirt. Button-down collar, 2 chest pockets with flaps and button closure, Micro-sanded and garment washed for a soft finish and reduced shrinkage. Two-button adjustable cuffs with extended plackets, shoulder pleats for ease of movement and triple-needle stitched at main seams. The color is Cottonwood (266). Available in sizes small through 4XL and in tall sizes from Large to 3XL TO INCLUDE A PRICE FOR CONVERSION TO A SHORT SLEEVE. **Price to include City Utility logo embroidery.** See .jpg file attached.

8.06.1.3 **Pant:** Carhartt #B11 (equivalent or better) Washed Duck Work Dungaree in **Moss or Midnight** 12 ounce, 100% cotton ring-spun washed duck. Sits at the natural waist. Full in seat and thighs. Multiple tool and utility pockets. Left leg hammer loop. Two reinforced back pockets. Leg openings fit over boots. Color Moss or Midnight.
8.06.2 Public Works Uniforms

8.06.2.1 Men's Long Sleeve Shirt - Blue Generation #BG-8213 in French Blue
Long sleeve, 6.5 ounce, 100% cotton, button down collar, patch pocket, adjustable cuffs, washed, preshrunk, color French blue, sizes S – 4XL with “City of Fairhope” white embroidery in ARIEL 34 BOLD 2 ½” above the chest pocket.

8.06.2.2 Men's Short Sleeve Shirt - Blue Generation #8213S in French Blue
Short sleeve, 6.5 ounce, 100% cotton, button down collar, patch pocket, adjustable cuffs, washed, preshrunk, color French blue, sizes S – 4XL with “City of Fairhope” white embroidery in ARIEL 34 BOLD 2 ½” above the chest pocket.

8.06.2.3 Women’s ¾ Sleeve Shirt - Blue Generation #BG6330 in Royal Blue
¾ length sleeve, 4.8 ounce, 60/40 cotton/poly blend, no pocket, front and back darts, sizes S-4XL, color royal blue with “City of Fairhope” white embroidery in ARIEL 34 BOLD on the left chest, 3 ½” below the center shoulder seam.

8.06.2.4 Men's Pant - Red KAP PT60NV
7.5 ounce, 65/35 cotton/poly, elastic waist band, two front pockets, two set-in hip pockets and hip left pocket has button closure, color navy blue.

8.06.2.5 Women's Pant – Red Kap PT61NV
7.5 ounce, 65/35 cotton/poly, elastic waist band, two front pockets, two set-in hip pockets and hip left pocket has button closure, color navy blue.

8.07 QUANTITY
The exact quantity of purchases for this solicitation is not known. The City of Fairhope does not guarantee that the City will buy any amount. Orders will be placed as needed and will give complete shipping instructions. Minimum order amounts are not applicable to this bid.

8.08 WARRANTY
The awarded vendor expressly warrants that all articles, materials, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the City of Fairhope, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defects.

SPECIAL CONDITIONS

8.09 EXCEPTIONS TO SPECIFICATIONS
These specifications are based upon design and performance criteria which have been developed by the City of Fairhope as a result of extensive research and careful analysis of the data. Subsequently, these specifications reflect the only type of equipment, material(s) or supplies that is/are acceptable at this time. Therefore, exceptions may be accepted if they are minor, equal, or superior to that which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The City shall determine which (if any) exceptions are acceptable and this determination shall be final.

8.10 CONSISTENT MANUFACTURER
No substitutions shall be allowed without the written consent of the City of Fairhope. Further, any clothing items ordered must be ordered by vendor from consistent manufacturer to ensure matching colors throughout the department. Should successful bidder send any invoices consisting of items purchased which are not on this bid, and/or create invoices in which items identified on the invoice are not those items which City personnel received, the award will be immediately revoked, and the City of Fairhope may elect to pursue civil and/or criminal remedies available under Alabama State Law.
ITEM IX
STANDARD TERMS AND CONDITIONS
CITY OF FAIRHOPE

1. ACCEPTANCE OF AGREEMENT
This Agreement contains all terms and conditions agreed upon by the Owner and Winning bidder. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto. The Winning Bidder shall not employ Subcontractors without the express written permission of the Owner. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Owner and Contractor. This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

2. ACCEPTANCE OF WORK
The City of Fairhope will be deemed to have accepted the Work after the City of Fairhope agrees the Work is completed by signature on delivery or service tickets. In the event Work furnished under the Contract / Agreement / Purchase Order is found to be defective or does not conform to the intent of the Contract / Agreement / Purchase Order, the awarded vendor shall, after receipt of notice from the City of Fairhope, correct the deficiencies. Failure on the part of the awarded vendor to properly correct the deficiencies within the time period allowed will constitute the City of Fairhope's right to cancel the Contract / Agreement / Purchase Order immediately, upon written notice to the awarded vendor.

3. ADDENDA
All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by FAX or Email to all Bidders on record, and posted to the City of Fairhope website www.cofairhope.com. It is the responsibility of the bidder to verify that all addenda have been received, and to include all signed addenda in the bid submission.

4. ADDITIONAL ORDERS
Unless it is specifically stated to the contrary in the bid response, the City of Fairhope reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions; to extend the renewal date until a new bid is in place, if it is mutually agreeable.

5. APPLICABLE LAW
This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.

6. ASSIGNMENT
The awarded vendor shall not assign the Contract / Agreement / Purchase Order or sublet it as a whole without the express written permission of the City of Fairhope. The awarded vendor shall not assign any payment due them hereunder, without the express written permission of City of Fairhope. The City of Fairhope may assign the Contract / Agreement / Purchase Order, or sublet it as a whole, without the consent of the awarded vendor.

7. ASSURANCE OF NON-CONVICTION OF BRIBERY
The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or Federal government.

8. AWARD CONSIDERATION
The following factors will be considered in determining the lowest responsible bidder: Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

9. AWARD OR REJECTION OF BIDS
The Bid will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the City of Fairhope to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The City of Fairhope, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest to the City of Fairhope.

10. BACK ORDERS
If it is necessary to back order any items, the vendor must notify the Purchasing Department and advice as to the expected shipping or delivery date. If this date is not acceptable, the City of Fairhope may seek remedies for default.

11. BID AND PERFORMANCE SECURITY
If bid security is required, a bid bond or cashier’s check in the amount indicated on the bid cover must accompany the bid and be made payable to The City of Fairhope of Baldwin County, Al. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the City and underwritten by a company licensed to issue bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Purchasing Manager deems the failure to be non-substantial. All checks will be returned to the bidders after the contract has been approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

12. BRAND NAMES
Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items.
meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature or manufacturers specifications plus any supplemental information necessary for comparison purposes should be submitted with the bid or the bid on that item may be rejected. Reference to literature submitted with a previous bid or on file with the Division of Purchasing will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. Bids without sufficient documentation to fully support equality, may be considered non-responsive. Reference by the City of Fairhope in the ITB to available existing specifications shall be sufficient to make the terms of such specifications binding on the bidder. Unless the bidder specifies otherwise in its bid, it is understood the bidder is offering a referenced brand item as specified in the ITB or is bidding as specified when no brand is referenced. Failure to examine drawings, specifications and instructions will be at the bidder’s risk.

13. BUSINESS LICENSE
The vendor selected to enter into a Contract / Agreement with the City of Fairhope must be licensed to do business in the City of Fairhope prior to commencement of any work under the contract. Delivery of goods or services to the City of Fairhope by Purchase Order have detailed and varied Business License requirements. In all instances that require a business license. Awarded vendor will provide proof of possessing a current City of Fairhope Business License. Prospective bidders will not be required to possess a City of Fairhope Business License prior to award.

14. CANCELLATION OF / CONTRACT / AGREEMENT / PURCHASE ORDER / LEASE
A purchase order can be canceled in whole or in part when awarded vendor fails to deliver or perform as specified. Cancellation of a purchase order can only be made by a written purchase order change (POC) from the City of Fairhope. A term contract, lease or agreement can be canceled by the City of Fairhope, for justifiable cause, or convenience, by written notice.

15. CERTIFICATION PURSUANT TO ACT NO. 2006-557
Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with act no. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false. All corporations must register to do business in Alabama with the Office of the Secretary of State. Their address is:

Office of the Secretary of State
P.O. Box 5616
Montgomery, AL 36103

(334) 242-5324
Fax: (334) 240-3138
http://www.sos.state.al.us/index.aspx

The Foreign Corporation form is online at http://www.sos.alabama.gov/BusinessServices/ForeignCorp

16. COST OF REMEDYING DEFECTS
All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the awarded vendor.

17. DELIVERY OF BID
Bids must be received in the Purchasing Office by the date and time specified on the bid cover. All bids will be accepted until the time and date stated on the bid cover. No bids will be accepted that extend past the time and date on the bid cover. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bids submitted by U.S. Mail must be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St., Fairhope, Al., unless otherwise specified.

18. DELIVERY
The number of calendar days required for delivery after receipt of a purchase order shall be stated in the RFQ / ITB / RFP and /or Purchase Orders. When no time is stated in the document, the time shall be fourteen (14) calendar days after receipt of order. If a shipment is not made within the time period specified, the Purchase Order may be canceled.

19. ENVIRONMENTAL REQUIREMENTS
All products will be clearly labeled for their intended use. Each delivery of product or materials will include a Material Safety Data Sheet (MSDS) for all materials that require an MSDS. All manufacturers/distributors of hazardous substances, including any of the items listed on this bid/quote/contract and subsequent award must include completed material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with:

a) The identity of the hazardous material,
b) Appropriate hazard warnings, and manufacturer, importer, or other responsible party.

20. EQUIPMENT DEMONSTRATION
The City of Fairhope may require equipment/ product materials or service techniques to be demonstrated at a time, date and location to be specified by the City of Fairhope.

21. EQUIPMENT ELECTRICAL CERTIFICATION
All electrical equipment purchased shall conform to, and be identified in, the applicable standard(s), or otherwise be certified as applicable, of as of the bid opening date and time, by Underwriters Laboratories, Inc. or other recognized laboratory facility. Bidder must provide satisfactory documentation with returned bid that all such equipment meets the applicable product standard or has otherwise been certified as outlined.
22. ERRORS IN BID
Bidders are assumed to be informed regarding conditions, requirements and specifications prior to submitting bids. Failure to do so will be at the bidder’s risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

23. FORCE MAJEURE
Neither the City nor the awarded vendor shall be deemed in breach of any contract / Purchase Order or Agreement which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other immediately in writing of the cause of such after the beginning period thereof. The awarded vendor may request cancellation and the City of Fairhope may grant the request if performance is prevented by any of the above referenced causes, or other unavoidable circumstances not attributable to the fault or negligence of the vendor. The burden of proof for such relief rests with the vendor. All correspondence pertaining to cancellation of a purchase order or term contract must be addressed to the City of Fairhope Purchasing Manager.

24. HAZARDOUS AND TOXIC SUBSTANCES
Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the City of Fairhope with a "Material Safety Data Sheet" for all goods that carry one.

25. INDEMNITY
Indemnity: The awarded vendor hereby agrees to indemnify and save harmless the City of Fairhope, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Contract / Agreement / Purchase Order, or damage or injury arising or growing out of, or in any way connected with the performance of this Contract / Agreement / Purchase Order, or damage or injury caused by any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, only to the extent that the damage or injury is caused by a negligent act or omission of the awarded vendor, or caused by failure of the awarded vendor's supplied product to perform as specified.

26. INSPECTION
All materials, workmanship, equipment, and supplies are subject to inspection and test at any source or time. Final inspection, acceptance or rejection will be made at delivery destination. Goods that do not meet specifications will be rejected unless substitutions have been approved by the City of Fairhope. Failure to inspect or to reject upon receipt, however, does not relieve the awarded vendor of liability. When subsequent tests, after receipt, are conducted and when such tests reveal a failure to meet specifications, the City of Fairhope will reject the goods and the awarded vendor shall immediately supply goods meeting specifications or the City of Fairhope may seek damages including but not limited to the testing expense, regardless of whether a part of or all of the goods have been consumed through the testing process. Rejected goods shall be removed by the awarded vendor promptly after rejection, at his expense. If not removed in fourteen (14) calendar days, they may be disposed of at the discretion of the City of Fairhope. Disposal costs will be the awarded vendor's responsibility.

27. INSPECTION OF PREMISES
At reasonable times, the City may inspect those areas of the awarded vendor's place of business that are related to the performance of a Contract / Agreement / Purchase Order. If the City makes such an inspection, the awarded vendor must provide reasonable assistance. The City of Fairhope reserves the right, on demand and without notice, to inspect the vendor's files associated with a subsequent Contract / Agreement / Purchase Order where payments are based on the awarded vendor's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the Contract / Agreement / Purchase Order.

28. INSURANCE
If a Contract / Agreement / Purchase Order results from this RFQ / ITB / RFP, or other form of solicitation, the awarded vendor shall maintain such insurance as will indemnify and hold harmless the City of Fairhope from Workmen's Compensation and Public Liability claims from property damage and personal injury, including death, which may arise from the awarded vendor's operations under this Contract / Agreement / Purchase Order, or by anyone directly or indirectly employed by him/her.

29. INVITATION TO BID
Any provisions made in the RFQ / ITB / RFP, or other form of solicitation, supersedes any provisions outlined here in the General Terms and Conditions.

30. INVOICING, DELIVERY, PACKAGING
Invoices shall be prepared only after ordered materials have been delivered. All invoices must show the purchase order number. Unless otherwise specified in writing, vendors shall not ship any material without an authorized Purchase Order from the City of Fairhope Purchasing Department. All packages delivered must show the purchase order number. The awarded vendor will be required to furnish all materials, equipment and/or service called for at the bid price quoted. In the event the awarded vendor fails to deliver within a reasonable period of time, as determined by the City of Fairhope, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original awarded vendor will be back charged the difference between the original contract price and the price the City of
Fairhope has to pay as a result of the failure to perform by the original awarded vendor. All bids will remain firm for acceptance for 60 days from the date of bid opening. Prices shall be net F.O.B., Prepaid and Allow, City of Fairhope chosen site, Baldwin County, Al. The title and risk of loss of the goods will not pass to the City of Fairhope until receipt and acceptance takes place at the F.O.B. point.

31. LABELING
Individual shipping cartons shall be labeled with the name “City of Fairhope”, Purchase Order Number, and where applicable, Contract Number, date of manufacture, batch number, storage requirements, conditions, and recommended shelf life. Bidders are encouraged to offer product packaging with recycled content.

32. LOSS OR DAMAGE IN TRANSIT
Delivery by a vendor to a common carrier does not constitute delivery to the City of Fairhope. Any claim for loss or damage incurred during delivery shall be between the vendor and the carrier. The City of Fairhope accepts title only after satisfactory receipt at the delivery point. The City of Fairhope shall note all visible damages on the freight bill and may refuse the damaged goods. The vendor shall make immediate replacement of the damaged merchandise or be subject to damages for breach of contract. If damage is to a small portion of a total shipment and delivery to the City of Fairhope will not be inconvenienced because of the shortage, the vendor may be permitted by the Purchasing Manager to deduct the amount of damage or loss from its invoice, in lieu of replacement. Risk of loss during delivery is borne by the vendor until the goods have been accepted by the City of Fairhope, unless otherwise specified in the RFQ / ITB / RFP or other form of solicitation.

33. MANDATORY SITE VISIT
If the RFQ / ITB / RFP or other form of solicitation requires a mandatory site visit, bidders must inspect the site where installation or service is to take place to obtain a full understanding of scope of work outlined therein. Date of site visit will be determined by the City of Fairhope.

34. MONITORING OF SERVICES
Performance of services will be monitored by the requisitioning department and/or the Purchasing Department, and evaluation reports may be filed with the Purchasing Department. Performance not meeting specifications will result in cancellation of Contract / Agreement / Purchase Order and may result in vendor being removed from the vendor list.

35. NONCONFORMING MERCHANDISE
When merchandise received from the lowest responsible bidder is not in accordance with the purchase order, it will be returned to the bidder, at bidder’s expense.

36. NON-DESCRIMINATION
The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract / Agreement / Purchase Order documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

37. NON EXCLUSIVE
Unless otherwise specified, this Contract / Agreement / Purchase Order is considered a non-exclusive Contract / Agreement / Purchase Order between the parties.

38. NOTIFICATION AND ACCIDENT REPORTS
In the event of accidents of any kind, in the performance of a Contract / Agreement / Purchase Order, the awarded vendor shall notify the City of Fairhope immediately and furnish, without delay, copies of all such accident reports to the City of Fairhope. If in the performance of their Work, the awarded vendor fails to immediately report an accident to the City of Fairhope, of which the awarded vendor has knowledge of and which results in a fine levied against the City of Fairhope then the awarded vendor shall be responsible for all fines levied against the City of Fairhope.

39. PACKAGING
All goods must be packaged in new packing containers. Packing that meets the requirements of common carriers is acceptable, unless otherwise required. A packing slip or invoice must accompany all shipments and must reference the purchase order number. Unless otherwise specified, goods are to be packaged in cartons meeting federal specifications and shipped on non-returnable pallets.

40. PATENTS
Awarded Vendor guarantees that the sale and / or use of goods will not infringe upon any U.S. or foreign patent. Awarded vendor will at his / her own expense, indemnify, protect and save harmless the City of Fairhope, on any patent claims arising from the purchase of goods or services.

41. PAYMENT
Invoices -- Upon completion of service and delivery of materials specified in the applicable purchase order, awarded vendor will submit an invoice and signed delivery ticket to: City of Fairhope Accounts Payable Department P.O. Box 429 Fairhope, Al. 36533 All invoices must reference appropriate Purchase Order Numbers Payment of Invoice: All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.

42. PAYMENT WITHHELD
Payment may be withheld until all items have been delivered and all requirements of the Contract / Agreement / Purchase Order have been fulfilled.

43. PRODUCT TESTING
Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the City deems necessary during the term of the Contract / Agreement / Purchase Order. The City of Fairhope reserves the right to request a demonstration of any and all items bid before making the award.

44. PERMITS LICENSES AND CERTIFICATES
The awarded vendor is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under the Contract / Agreement / Purchase Order.

45. PREPARATION OF BID
All bids / proposals shall be typewritten or in ink on the form(s) prepared by the City of Fairhope. Bids / proposals prepared in pencil will not be accepted. All bids / proposals must be signed by officials of the corporation or company duly authorized to sign bids / proposals. Any bid / proposal submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign quotations /bids / proposals. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

46. QUESTIONS / CONTACT
Commencing with the issuance of the RFQ / ITB / RFP, or other form of solicitation, no vendor or anyone acting on a vendor’s behalf, shall make direct or indirect contact with City personnel or undertake any activities or take any action to otherwise promote its quotation / bid / proposal to the City or its personnel. All communications shall be made to the contact identified in the quotation / bid / proposal documents. Violation of this requirement may, at the City’s sole and absolute discretion, be grounds for disqualifying a vendor from further consideration.

47. RECEIPT BY CITY OF FAIRHOPE
If not otherwise stated in the order, the City of Fairhope will be said to have received goods when they have been delivered, unloaded and placed on the agency's dock or if there is no dock, inside an accessible building, and signed for by an authorized City employee. Shipments will be checked against the receiving copy of the Purchase Order. If the purchase order requires grading certificates, USDA Stamps, or any proof of quality, such proof must accompany the shipment.

48. REJECTION OF BIDS
The City of Fairhope reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the City of Fairhope will be promoted thereby. Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the City of Fairhope, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, Evidence of collusion among bidders, Unauthorized alteration of the bid form.

50. RIGHT TO AUDIT
The awarded vendor shall maintain documentation of all work performed. The awarded vendor shall make any and all documentation available to the City of Fairhope at all reasonable times, for inspections and audit by the City of Fairhope, during the entire term of the Contract / Agreement / Purchase Order and for a period of Three (3) years after the expiration of the Contract / Agreement / Purchase Order.

51. SAMPLES
Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The City of Fairhope reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

52. SAFETY MEASURES
The awarded vendor shall take all necessary precautions for the safety of the City of Fairhope’s and awarded vendor’s employees at the Work site, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. The awarded vendor shall post signs warning against hazards in and around the Work site.

53. SET-UP AND INSTALLATION
Unless otherwise specified, bid / quotation to include cost of all uncrating, disposal of shipping materials, set-up, testing and initial instruction to agency personnel.

54. SPILL CLEAN UP
The awarded vendor shall be responsible for spillage caused by their negligence, which occurs during transit or unloading operations. The awarded vendor shall immediately report and clean up any spillage. Upon failure to do so, the awarded vendor shall remain responsible for all actual related costs.

55. SUBSTITUTIONS
Substitutions on a purchase order shall require the approval of the Originating Buyer. The City of Fairhope reserves the right to reject at destination and hold at the vendor’s risk and expense any goods supplied by the vendor which do not conform to the specification or description embodied in the order or are inferior in any respect to the good specified. Any good bought by sample which is inferior in quality to the sample submitted by vendor will be rejected. Any goods delivered that do not meet specifications may be returned to the vendor at its expense. When a good is returned, the vendor must make immediate replacement with acceptable merchandise or the City of Fairhope may seek remedies for default.

56. TABULATION
Bid results are posted on The City of Fairhope's web site: www.cofairhope.com.

57. TAXES
Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer’s taxes. The City will assume no transportation or handling charges other than specified in the RFQ, ITB, RFP or other form of solicitation. The City is tax exempt by law – Code of Alabama 1975.

58. TERMINATION FOR CONVENIENCE
Any Contract / Agreement / Purchase Order may be terminated for convenience by the City of Fairhope, in whole or in part, by written notification to the awarded vendor.

59. TERMINATION FOR DEFAULT
Performance of Work under the Contract / Agreement / Purchase Order Agreement may be terminated by the City of Fairhope, in whole or in part, in writing, whenever the City of Fairhope
determines that the awarded vendor has failed to meet the requirements of the Contract / Agreement / Purchase Order.

60. TERMINATION FOR NON-APPROPRIATION
Termination for Non-appropriation – The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and / or federal sources. The City of Fairhope may terminate any financial obligation, and awarded vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City of Fairhope’s funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

61. TIME IS OF THE ESSENCE
The City of Fairhope and awarded vendor agree that time is of the essence in the performance of work called for under this Contract / Agreement / Purchase Order. The awarded vendor agrees that all work will be accomplished regularly, diligently and uninterruptedly at such a rate of progress as will ensure full completion thereof within reasonable time periods.

62. TITLE
All titles, fees, as well as other charges, are to be paid by awarded vendor. Awarded vendor is to furnish prepaid certificate of title in the name of the City of Fairhope, Title shall change upon acceptance of delivery at the City of Fairhope approved delivery location.

63. VENDOR LIST
A vendor may be removed from the City of Fairhope’s Bidders List if a vendor fails to respond to three (3) consecutive ITB’s. A properly submitted “No Bid” is considered as a response and the vendor will receive credit for the response.

64. WARRANTY
The awarded vendor expressly warrants that all articles, materials, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the City of Fairhope, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defects. The awarded vendor further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period will be at the awarded vendor’s sole expense. Awarded vendor will provide written warranty for all parts and labor for a period of (1) one year commencing from date of written acceptance of delivery by City of Fairhope. Awarded vendor will provide written copies of all other applicable warranties, such as, Manufacturer’s warranty. Those warranties, if any, will be in addition to the awarded vendor’s warranty, and the terms of which will not be altered by the awarded vendor’s warranty.

65. IMMIGRATION LAW
The Contractor agrees that it shall comply with all of the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535, Alabama Code (1975) Section 31-13-1, et. Seq., (also known as the Alabama Immigration Act) see Section 31-13-9, and the provisions of said Act, including all penalties for violation thereof, are incorporated herein.
ITEM X
CONTRACT

This CONTRACT is made this _____ day of ____________________, 2014 by and between the City of Fairhope (hereinafter "OWNER") and ________________________________ (hereinafter "CONTRACTOR"), for the WORK:

Bid No 007-14 UNIFORMS 2014

The OWNER and CONTRACTOR agree as set forth below:

The CONTRACT consists of all of the items contained within this bid package, associated addenda and/or amendments

1.0. DURATION

The term of the Agreement shall be for a period of one (1) year commencing on ___/___/____ ending on ___/___/____ with the option to renew the contract for up to Two (2) additional years if terms and conditions, including pricing, remain the same and both parties are in agreement to renewing the contract.

2.0 ORDERING

2.01 The City of Fairhope Purchasing Department will issue Purchase Order(s) to the awarded vendor for bid items as needed, on a per each basis, not case quantities.

2.02 If awarded vendor fails to fill Purchase Order(s) or deliver on time, the City of Fairhope reserves the option to procure needed, comparable items from any source, and bill the awarded vendor for associated expenses generated by such failure.

2.03 Bid Duration: One (1) year from award of bid or signing date of contract, with the option to renew bid or contract for up to Two (2) additional years if terms and conditions, including pricing remain the same, and both parties are in agreement to renewing the bid or contract.

3.0 PACKAGING & DELIVERY

3.01 Deliver bid items to City of Fairhope Warehouse, 555 South Section Street, Fairhope, Al, or other designated City site, maintaining product in proper state, undamaged.

3.02 At point of delivery, awarded vendor will present an itemized delivery ticket with the Purchase Order Number clearly referenced thereon, to City of Fairhope receiving personnel for signing.

3.03 F.O.B. City of Fairhope, Freight Prepaid (Allowed), as directed.

3.04 Shortages, defective or damaged items will be rejected. The awarded vendor will replace such items within ten (10) working days.

3.05 If applicable, all titles, fees, as well as other charges, are to be paid by awarded vendor. Awarded vendor is to furnish prepaid certificate of title in the name of the City of Fairhope, Title shall change upon acceptance of delivery at the OWNER approved delivery location.

3.06 The bidder shall give the City at least 24 hours notice (Weekends and Holidays excluded) prior to delivery on site.

4.0 PAYMENT

4.01 Invoices: CONTRACTOR is to invoice OWNER upon completion of work specified in the applicable Purchase Order.

4.02 Purchase Order Number must be referenced on all communications including delivery tickets and invoices.
4.03 **Payment of Invoice:** All invoices received by the OWNER are payable within thirty (30) days from the date of receipt by the OWNER, provided they are approved by the OWNER.

5.0 **GENERAL CONDITIONS**

5.01 **Indemnity:** The CONTRACTOR hereby agrees to indemnify and save harmless the OWNER, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorneys’ fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Contract, to the extent caused by a negligent act or omission of the CONTRACTOR, their agents, servants, employees.

5.02 **Notification and Accident Reports:** In the event of accidents of any kind, the CONTRACTOR shall notify the OWNER immediately and furnish, without delay, copies of all such accident reports to the OWNER. If in the performance of their Work, the CONTRACTOR fails to immediately report an accident to the OWNER, of which the CONTRACTOR has knowledge of and which results in a fine levied against the OWNER then the CONTRACTOR shall be responsible for all fines levied against the OWNER.

5.03 **Termination of Agreement**

5.04 **Termination for Default:** Performance of Work under this Agreement may be terminated by the OWNER, in whole or in part, in writing, whenever the OWNER determines that the CONTRACTOR has failed to meet the requirements of this Agreement.

5.05 **Termination for Convenience:** The OWNER has the absolute right to terminate the Agreement upon “Award of Contract” to another CONTRACTOR, to perform work referenced herein. In such event, payment of the monthly Contract fee shall cease on the date of cancellation of the Contract by the OWNER.

6.0 **SCOPE OF WORK – Please see ITEM VIII**

7.0 **MISCELLANEOUS PROVISIONS**

7.01 This Contract is considered a non-exclusive Agreement between the parties.

7.02 This Contract is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.

7.03 Any litigation arising out of the Contract shall be heard in the Courts of Baldwin County, Alabama.

7.04 This Contract contains all terms and conditions agreed upon by the OWNER and CONTRACTOR. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto.

7.05 This Contract shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this A Contract, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

**THE CITY OF FAIRHOPE, ALABAMA**

**ATTEST:**

LISA A. HANKS, City Clerk

**BY:**

TIMOTHY M. KANT, Mayor
NOTARY FOR THE CITY
STATE OF ALABAMA
COUNTY OF BALDWIN
I, the undersigned authority in and for said State and County, hereby certify that TIMOTHY M. KANT as Mayor of the City of Fairhope, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document he executed the same voluntarily on the date the same bears date.

Given under my hand and Notaries Seal on this _____ day of ____________________, 2014.

NOTARY PUBLIC ________________________________
MY COMMISSION EXPIRES: ___/___/____

CONTRACTOR
IF INDIVIDUAL
____________________________________ Doing Business As, ________________________________
(SIGNATURE of Individual Bidder) (Business name)

____________________________________
Business

____________________________________
Business Mailing Address
City, State, Zip code
E-mail

NOTARY FOR INDIVIDUAL
STATE OF ________________________________
COUNTY OF ______________________________
I the undersigned authority in and for the said State and County, hereby certify that

____________________________________ as _____________________________ of _____________________________
(PRINT name of Bid signer Title PRINT Company name)

whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this _____ day of ____________________,2014.

Notary Public ________________
My Commission Expires ___/___/____
IF CORPORATION, PARTNERSHIP, OR JOINT VENTURE

Name of Corporation, Partnership or Joint Venture

BY:___________________________________________________ _______________________
(SIGNATURE of Officer authorized for sign Bids and Contracts for the firm)    (Position or Title)

(PRINT name of Officer authorized for sign Bids and Contracts for the firm)

(PRINT NAME(S) OF OTHERS IF IN PARTNERSHIP)

Business

Business Mailing Address

City, State, Zip Code

GENERAL CONTRACTOR’S LICENSE_______ Alabama Foreign Corporation Registration ______
(Required of Out of State vendors)

Email______________________________________________________________

NOTARY FOR CORPORATION, PARTNERSHIP OR JOINT VENTURE

STATE OF ________________________________}

COUNTY OF ______________________________}

I the undersigned authority in and for the said State and County, hereby certify that

____________________________  and ____________________________, as ___________
Print name of Bid signer Print name of Bid signer  Title

respectively, of _____________________________________________________
Title Print Company name

whose name(s) is signed to the foregoing document and who is known to me, acknowledged before me on this
day, that, being informed of the contents of the document they executed the same voluntarily on the day the
same bears date.

Given under my hand and Notary Seal on this _____  day of ____________________, 2014.

Notary Public_______________________________

My Commission Expires   ___/___/_____

ITEM XI
Alabama Immigration Act Contract Requirements

1.0  Background
The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535, as amended by Act No 2012-491, Code of Alabama (1975) Section 31-13-1 through Section 31-13-30 (also known as and hereinafter referred to as “the Alabama Immigration Act”) is applicable to contracts with the City of Fairhope, Alabama. All business entities entering into contracts with the City of Fairhope, Alabama will comply with the Alabama Immigration Act.

2.0  Definitions
ALIEN. Any person who is not a citizen or national of the United States, as described in 8 U.S.C. § 1101, et seq., and any amendments thereto.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. Business entity shall include but not be limited to the following:
  a. Self-employed individuals, business entities filling articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
  b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, any business entity that is operating unlawfully without a business license.

CONTRACTOR. A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include, but not be limited to, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity.

EMPLOYEE. Any person directed, allowed, or permitted to perform labor or service of any kind by an employer. The employees of an independent contractor working for a business entity shall not be regarded as the employees of the business entity, for the purposes of this chapter. This term does not include any inmate in the legal custody of the state, a county, or a municipality.

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

E-VERIFY. The electronic verification of federal employment authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, P.L. 104-208, Division c, Section 403 (a); 8 U.S.C. §1324(a), and operated by the United States Department of Homeland Security, or its successor program.

STATE-FUNDED ENTITY. Any governmental entity of the state or a political subdivision thereof or any other entity that receives any monies from the state or a political subdivision thereof; provided, however, an entity that merely provides a service or a product to any governmental entity of the state or a political subdivision thereof, and receives compensation for the same, shall not be considered a state-funded entity.

SUBCONTRACTOR. A person, business entity, or employer who is awarded a portion of an existing contract by a contractor, regardless of its tier.

UNAUTHORIZED ALIEN. An alien who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a (h) (3).
3.0 Mandatory Clause
All contracts or agreements to which the state, a political subdivision, or state-funded entity are a party shall include the following clause:

"By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

For purposes of this section, "contract" shall mean a contract awarded by the state, any political subdivision thereof, or any state-funded entity that was competitively bid or would, if entered into by the state or an agency thereof, be required to be submitted to the Contract Review Permanent Legislative Oversight Committee.

4.0 Contracts Involving Business Entity, or Employer
As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the state of Alabama, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

5.0 Contracts Involving Subcontracting
Any subcontractor on a project paid for by contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. Furthermore, during the performance of the contract, the subcontractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor.

6.0 Proof of E-Verify documentation will be in the form of a copy of the signed Memorandum Of Understanding (MOU) generated upon completion of the E-Verify program.
INVITATION SUMMARY

Bid No. 007-14 Uniforms 2014

Issue Date: 1/22/2014

Bid Bond Requirements: WAIVED

Certificate of Insurance Requirements: See Standard Terms and Conditions

Non Mandatory Pre-Bid Meeting: February 4, 2014, Tuesday, at 10:00 a.m. Utilities and City Services Bldg, 555 S. Section Street, Fairhope, Al 36532

Deadline for Questions Date: 02/12/2014 (2:00pm)

IFB Closing Date (bids opened): 02/17/2014 (2:00pm)

City Internet Site: (for bid postings) www.cofairhope.com

Bid Copies: (to submit) One (1)

Purchasing Department Contact: Daniel P Ames, Purchasing Manager dan.ames@cofairhope.com (251) 928-8003

END OF INVITATION SUMMARY
Bid No. 007-14 Uniforms 2014

Business Organization
Name of Bidder (exactly as it appears on W-9):
______________________________________________________________________________
Doing-Business-As Name of Bidder:
______________________________________________________________________________
Principal Office Address:
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Form of Business Entity [check one (“X”)]
Corporation    ____
Partnership    ____
Individual    ____
Joint Venture    ____
Other (describe):   ____ ___________________________________________________

Corporation Statement
If a corporation, answer the following:
Date of incorporation:   ________________________________________________________
Location of incorporation:  ________________________________________________________
The corporation is held:  Publicly  ___
                         Privately ___

Partnership Statement
If a partnership, answer the following:
Date of organization:   ________________________________________________________
Location of organization:  ________________________________________________________
The partnership is:  General ___
                     Limited ___

Joint Venture Statement
If a Joint Venture, answer the following:
Date of organization:   ________________________________________________________
Location of organization:  ________________________________________________________
JV Agreement recorded? Yes  ___
                         No   ___

Primary Contact
Title:   ________________________________________________________
Telephone Number:  ________________________________________________________
Fax Number:  ________________________________________________________
Email :    ________________________________________________________

END OF INFORMATION SECTION