

CONTRACT DOCUMENTS
AND
SPECIFICATIONS

FOR
BID NO. 025-12
JAIL INMATE MEALS 2012

FOR
POLICE DEPARTMENT

FOR THE
CITY OF FAIRHOPE

FAIRHOPE CITY COUNCIL
Lonnie Mixon, City Council President
Timothy M. Kant, Mayor

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ADVERTISEMENT FOR BIDS

June 13, 2012

Sealed proposals will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, until 2:00 P.M., July 9, 2012, and 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 Number 025-12, Jail Inmate Meal 2012

Bid documents will be posted on the City of Fairhope Website: www.cofairhope.com or a copy may be obtained by e-mailing: dan.ames@cofairhope.com. Specifications are on file and may be seen in the Purchasing Department of the City of Fairhope, Alabama, 555 S. Section Street. Prior to opening, Bid packages may be picked up at that location during normal operation, between 7:00 am and 4:00 pm local time.

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail to the attention of the Purchasing Manager, Daniel P. Ames, P.O. Drawer 429, 555 South Section St., Fairhope, AL 36532, e-mail: dan.ames@cofairhope.com, Seventy Two (72) 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 bids less than \$10,000.00.

A Performance Bond in the form and terms approved by the City of Fairhope in an amount not less than the sum bid will be required at the signing of the contract, and in addition, a bond in form and terms approved by the City of Fairhope in an amount not less than fifty percent (50%) of the contract price insuring payment for all labor and materials.

THERE WILL BE A NON MANDATORY PRE-BID MEETING ON THURSDAY, JUNE 21, 2012, AT 9:00 a.m., at the Public Services Building, 555 South Section St., Fairhope, AL 36632. All prospective bidders shall have a representative present at the Pre-bid Meeting. All contractors not having a representative at this meeting will be disqualified from bidding on this project.

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 a **"Sealed Bid" with Item Name, Bid Number, City of Fairhope's Name and Address and 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 portion thereof, and to waive informalities 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.

The Contractor must furnish to the City of Fairhope at the time of the signing of the contract a certificate of insurance coverage as provided in the contract documents which will include comprehensive insurance, Contractor's Automobile Liability Insurance, and where applicable, Owner's Protective Liability insurance, subcontractor's public liability and property damage insurance. The company that is awarded the bid must have Workman's Compensation Insurance on all of its employees if work is to be performed on City of Fairhope premises. General Liability Insurance, specifying coverage, must be maintained to hold the City of Fairhope harmless in the event of an accident. 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 of Title 34, of the Code of Alabama, 1975. In addition, the awarded vendor, if 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. 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 proposals 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.

Daniel P. Ames,
Purchasing Manager
City of Fairhope
Posted 06-13-12

ITEM II

INSTRUCTION TO BIDDERS

1. **PREPARATIONS FOR BIDS:**

Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the invitation, these instructions, and instruction printed on the forms is necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper space in the bid form shall be suitably filled in.

2. **LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF FAIRHOPE:**

a. The City of Fairhope, Alabama, will not furnish any labor, material, or supplies unless specifically provided for in the Contract documents.

3. **SIGNATURE TO BIDS:**

a. 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.

4. **ALTERNATE BIDS:**

a. Alternate bids will not be considered unless called for.

5. **CORRECTIONS:**

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

6. **OWNER:**

a. Where the word "Owner" appears herein, the same refers to City of Fairhope, Alabama, and includes the Fairhope City Council, its governing body.

7. **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 "additionally 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 (Page VIII) hereinafter contained with respect to the type, form, and amounts of required insurance policies.

8. MARKING AND MAILING BIDS:

- a. Mark and mail bids per the instructions in Item I, Advertisement for Bids.

9. TIME FOR RECEIVING BIDS:

- a. 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 mails 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.

10. WITHDRAWAL OF BIDS:

- a. 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.

11. BIDDERS PRESENT:

- a. 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.

12. AWARD OR REJECTION OF BIDS:

- a. 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.
- b. Local vendors, within the city limits of the City of Fairhope, will have a 3% favorable allowance in all bids.

13. ERRORS IN BIDS:

- a. 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.

14. CONTRACT AND BOND:

- a. 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.

15. COLLUSION:

- a. 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.

16. SUBLETTING OR ASSIGNING OF CONTRACT:

- a. 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
- b. 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.

SCOPE OF WORK

- 1. Service to include:
 - a. Provide meal provisions to City Jail, as per specifications.
 - b. Deliver provisions to Fairhope City Jail, or other designated City site.
 - c. Provide delivery within 24 hours of receipt of order, delivery time every week specified by City of Fairhope, inside delivery if required.

Weekly Estimate (Example)

<u>for 20 inmates per day for 7 days</u>		<u>quantity needed</u>
40 Dinner Meals	280 Meals	23 Cases
20 Breakfast Meals	140 Meals	12 Cases
3 Bread Loafs	21 Loafs	21 Loafs
1.5 Gallons of Milk	10.5 Gallons	11 Gallons
20 Oranges	140 Oranges	12 Bags of Oranges

(Inmates are given (1) one, (8) eight ounce cup every meal)

Recommended Daily Nutrition:

All meals MUST meet or exceed the following:

Calories:	2000
Total Fat:	55g or 25% of total calories
Saturated Fat:	no more than 10% of total calories
Carbohydrates:	275g or 55% of total calories
Protein:	100g or 20% of total calories

SPECIFICATIONS

Meals that are bid must contain the following to be considered: A minimum of 2000 calories, total fat 55g or 25% of total calories, saturated fat no more than 10% of total calories, carbohydrates 275 g or 55% of total calories, and protein 100 g or 20% of total calories.

Vendor **must acknowledge** VENDOR COMPLIANCE. If **NO**, a full explanation must be made on or below line, or on an extra sheet attached to back of bid form, with “see attachment” in the appropriate blank. Attach support data for substitution being equal to or better than specified. If vendor does not acknowledge VENDOR COMPLIANCE, it will be understood that vendor cannot fulfill said specifications.

The provisions will be:
BREAKFAST, FROZEN, INDIVIDUAL SERVING,
(Serving size to meet nutritional specs)

COMPLY
(YES / NO)

- 1. PANCAKES & SAUSAGE _____
- 2. EGGS BACON & HASHBROWNS _____
- 3. EGGS SAUSAGE & HASHBROWNS _____
- 4. FRENCH TOAST _____
- 5. OMELETS _____

DINNERS, FROZEN, INDIVIDUAL SERVING,
(Serving size to meet nutritional specs)

- 1. FRIED CHICKEN _____
- 2. CHICKEN NUGGET _____
- 3. CHICKEN FINGERS _____
- 4. BONLESS PORK _____
- 5. PEPPERONI _____
- 6. BARBECUE CHICKEN _____
- 7. TURKEY _____
- 8. SALISBURY STEAK _____
- 9. FISH STIKS _____
- 10. SWEDISH MEATBALLS & NOODLES _____
- 11. POT ROAST _____
- 12. FRIED RICE _____
- 13. COUNTRY FRIED STEAK _____
- 14. SWEET & SOUR CHICKEN _____
- 15. MEAT LOAF _____
- 16. CHICKEN STUFFED BAKED _____
- 17. BEEF ENCHALADA _____
- 18. BEEF PATTY W/COUNTRY STYLE VEG _____
- 19. SPAGHETTI _____

MISCELLANEOUS PROVISIONS

- 1. BREAD, WHITE, SANDWICH, 20 oz. loaf _____
- 2. MILK, 2%, 1 gallon, plastic bottle _____
- 3. ORANGES, per each _____
- 4. APPLES, per each _____
- 5. TEA BAGS, GALLON SIZE, 24 / BOX _____

SPECIAL CONSIDERATIONS

BIDDING & PRICING

1. Bidders will present their bid in a 'percentage discount below retail price' format, and supply a unit price per each item, and a total price (quantity = one each) for the bid items, based on pricing in effect on July 2, 2012.
2. The percentage discount below retail price bid, will remain constant for the entire duration of awarded bid, with the exception that increases in the percentage will be allowed.
3. The benchmark date of pricing listed on the proposal shall include all costs.
4. The City of Fairhope will require awarded vendor to provide documentation to support any change in retail price. Failure to do so, or documentation deemed insufficient by the City of Fairhope, may be cause for bid termination.
5. The proposal shall include add-on or deduct costs if any. The Owner will approve and return a copy of the proposal prior to any change implementation.

COMPLIANCE

1. All provisions and services will comply with all Federal, State and Local laws, and regulations.
2. The awarded vendor will be responsible for insuring that all products meet specifications before delivery.
3. Awarded vendor will make no substitutions for bid items without prior written approval of the City of Fairhope Purchasing Department.

ORDERING

1. Purchase Orders will be issued by the City of Fairhope Purchasing Department to the awarded vendor for provisions as needed.
2. If awarded vendor fails to fill Purchase Order or deliver on time, the City of Fairhope reserves the option to procure needed, comparable provisions from any source, and bill the awarded vendor for associated expenses generated by such failure.

PACKAGING & DELIVERY

1. Awarded vendor will supply a list of 'units per case' for each bid item.
2. Deliver provisions to Fairhope City Jail, or other designated City site, maintaining product in proper state, (example: frozen foods frozen, not thawed), in unopened, undamaged, manufacturer's original, protective packaging, product containers.
3. FOB City of Fairhope, as directed.
4. Delivery will be made at time and place set by City of Fairhope representative, within twenty four (24) hours of receipt of Purchase Order.

ITEM III
BID RESPONSE

Date: ____/____/____

Bid No.: 025-12

Bid Name: JAIL INMATE MEALS 2012

Bid Duration: One (1) year from 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.

We propose to meet or exceed the above specifications at:

\$ _____ total of bid prices per one each **based on pricing in effect on July 2, 2012**

**BREAKFAST, FROZEN, INDIVIDUAL SERVING,
(Serving size to meet nutritional specs)**

	BID PRICE PER EACH	UNITS PER CASE	BID PRICE PER CASE
1. PANCAKES & SAUSAGE	_____	_____	_____
2. EGGS BACON & HASHBROWNS	_____	_____	_____
3. EGGS SAUSAGE & HASHBROWNS	_____	_____	_____
4. FRENCH TOAST	_____	_____	_____
5. OMELETS	_____	_____	_____

DINNERS, FROZEN, INDIVIDUAL SERVING,

(Serving size to meet nutritional specs)

	BID PRICE PER EACH	UNITS PER CASE	BID PRICE PER CASE
1. FRIED CHICKEN	_____	_____	_____
2. CHICKEN NUGGET	_____	_____	_____
3. CHICKEN FINGERS	_____	_____	_____
4. BONLESS PORK	_____	_____	_____
5. PEPPERONI	_____	_____	_____
6. BARBECUE CHICKEN	_____	_____	_____
7. TURKEY	_____	_____	_____
8. SALISBURY STEAK	_____	_____	_____
9. FISH STIKS	_____	_____	_____
10. SWEDISH MEATBALLS & NOODLES	_____	_____	_____
11. POT ROAST	_____	_____	_____
12. FRIED RICE	_____	_____	_____
13. COUNTRY FRIED STEAK	_____	_____	_____
14. SWEET & SOUR CHICKEN	_____	_____	_____
15. MEAT LOAF	_____	_____	_____
16. CHICKEN STUFFED BAKED	_____	_____	_____
17. BEEF ENCHALADA	_____	_____	_____
18. BEEF PATTY W/COUNTRY STYLE VEG	_____	_____	_____

19. SPAGHETTI _____

MISCELLANEOUS PROVISIONS

	BID PRICE PER EACH	UNITS PER CASE	BID PRICE PER CASE
1. BREAD, WHITE, SANDWICH, 20 oz. loaf	_____	_____	_____
2. MILK, 2%, 1 gallon, plastic bottle	_____	_____	_____
3. ORANGES, per each	_____	_____	_____
4. APPLES, per each	_____	_____	_____
5. TEA BAGS, GALLON SIZE, 24 / BOX	_____	_____	_____
TOTAL	_____		

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. 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 _____, 2012

If Individual or Partnership

(Name of Individual or Partnership)

(Name of Partner Print)

(Name of Representative Authorized to sign Bids and Contracts for the firm Print)

(Name of Partner Print)

(Name of Representative Authorized to sign Bids and Contracts for the firm Signature)

(Address)

(Address)

(Address)

Phone Number () _____ Fax Number() _____

Primary e-mail address _____

Alabama Contractor's License No. (If required) _____

Foreign Corporation License No (outside Alabama) _____

If Corporation or LLC

Company _____

State of Incorporation _____

Company Representative _____
(Name of Representative Authorized to sign Bids and Contracts for the firm Print)

Company Representative _____
(Name of Representative Authorized to sign Bids and Contracts for the firm-signature)

(Address)

(Address)

(Address)

Phone Number () _____ Fax Number() _____

Primary e-mail address _____

Alabama Contractor's License No. (If required) _____

Foreign Corporation License No (outside Alabama) _____

NOTARY FOR CONTRACTOR

STATE OF _____

COUNTY OF _____

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

_____, as _____
(Print name of bid signer here) (Print bid signers Title here)
respectively, of _____
(Print company name here)

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 _____, 2012.

Notary Public
My Commission Expires: _____

**ITEM IV
CITY OF FAIRHOPE, ALABAMA
STANDARD TERMS AND CONDITIONS**

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.

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.

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

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.

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.

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.

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.

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.

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.

BACK ORDERS

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

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.

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.

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.

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.

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.state.al.us/downloads/dl1.cfm>.

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.

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.

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.

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
- c) Name and address of the chemical manufacturer, importer, or other responsible party

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.

EQUIPMENT ELECTRICAL CERTIFICATION

All electrical equipment purchased shall conform to, and be identified in, the applicable standard(s), or otherwise be certified as applicable, 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 above. Unless indicated in the bid document, the above certification shall apply to the equipment itself, not the individual components of that equipment.

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.

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.

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.

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 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 / Agreement / Purchase Order, to the extent caused by a negligent act or omission of the awarded vendor, their agents, servants, employees, Subcontractors, or others associated with the awarded vendor. The awarded vendor shall be responsible for damage to 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.

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.

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 all 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.

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.

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.

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.

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.

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 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.

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.

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.

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.

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.

NON EXCLUSIVE

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

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.

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.

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.

PAYMENT WITHHELD

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

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.

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.

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.

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.

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.

PACKAGING

Unless otherwise specified, goods are to be packaged in cartons meeting federal specifications and shipped on non-returnable pallets.

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.

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.

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.

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.

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.

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.

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.

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.

TABULATION

Bid results are posted on The City of Fairhope's web site: www.cofairhope.com. The awarded vendor will be sent a written notification via mail.

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.

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.

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.

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.

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 uninterrupted at such a rate of progress as will ensure full completion thereof within reasonable time periods.

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.

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.

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.

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 V

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ of
(Name of Contractor)

(Address)

as Principal, and _____ of
(Name of Surety)

_____, as Surety, are held
(Address)

firmly bound unto CITY OF FAIRHOPE, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of FIVE PERCENT (5%) of, _____ lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for

Bid Number 025-12, JAIL INMATE MEALS 2012

The Conditions of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, than this obligation to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered _____
Date

Witness as to Principal: _____
Contracting Firm

_____ By: _____(SEAL)

COUNTERSIGNED: _____(SEAL)
Name of Surety

_____ By: _____

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY

sample

ITEM VI
CONTRACT

THIS CONTRACT, entered into this ____ day of _____ 20_____, by the City of Fairhope of Baldwin County, Alabama, hereinafter called the "Owner", Party of the First Part, and _____, a **corporation** organized and existing under the laws of the State of Alabama, hereinafter called the "Contractor", Party of the Second Part on the

Bid Number 025-12, JAIL INMATE MEALS 2012

The **OWNER** and the **CONTRACTOR** agree as set forth below:

1. The contract consists of all of the items contained within this bid package, associated addenda and / or amendments.
2. The **CONTRACTOR** shall perform all the **WORK** described herein.

WITNESSETH: That the parties hereto do mutually agree as follows:

1. **DURATION**

- a. One (1) year from 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

1. **PRICING**

- a. The Contractor will supply contracted items at the quoted unit prices in the Bid RESPONSE form

3. **ORDERING**

- a. The Owner will issue Purchase Orders for items to be supplied by the Contractor.

4. **PAYMENT**

- a. **Invoices:** Contractor is to invoice Owner upon completion of work specified in the applicable Purchase Order.
- b.
- c. **Purchase Order Number must be referenced on all communications including delivery tickets and invoices.**
- d. **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. **PAYMENT WITHHELD**

- a. The Owner may withhold approval for payment on any request and the Owner may withhold payment to such extent as may be necessary to protect the Owner from loss on account of.
 - i. Negligence on the part of the Contractor to execute the work properly or fail to perform any provision of this Agreement.
 - ii. The Owner, after verbal or written notice to the Contractor, may without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the overall Agreement sum.

- iii. Claims filed or reasonable evidence indicating probable filling of claims.
- iv. Failure of the Contractor to make payments properly to Subcontractors for material or labor.
- v. A reasonable doubt that the Agreement can be completed for the balance then unpaid.
- vi. Damage to City facilities, or another contractor or another contractor's work.

When the above grounds are removed, payment shall be made for the amount withheld because of them. The Contractor waives all cancellation rights under the agreement, if payment is withheld for one or more of the above reasons.

3. **GENERAL CONDITIONS:**

- a. **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 Agreement, to the extent caused by a negligent act or omission of the Contractor, their agents, servants, employees, Subcontractors, or others associated with the Contractor. The Contractor shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, to the extent that the damage or injury is caused by a negligent act or omission of the Contractor.
- b. **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 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.

4. **TERMINATION OF AGREEMENT:**

- a. **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.
 - i. The Owner has a right to terminate for default if the contractor fails to make delivery of material or does not perform the work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provision of the Agreement.
 - ii. Failure on the part of the Contractor to deliver or perform the Work within the time specified, or within a reasonable time as determined by the Owner, or failure on the part of the Contractor to make replacements of rejected articles, or Work when so requested, immediately or as directed by the Owner, shall constitute authority for the Owner to purchase in the open market, articles or Work of comparable grade to replace the articles or Work rejected, not delivered or completed. On all such purchases, the Contractor shall reimburse the Owner within a reasonable time specified by the Owner for any expense incurred in excess of Agreement prices.
 - iii. Such purchases shall be deducted from the Agreement sum. If public necessity demands it, the Owner reserves the right to utilize services or use and/or consume articles delivered, which are standard in quality, subject to an adjustment of price to be determined by the Owner.

- b. **Termination for Convenience:** Owner has the absolute right to terminate the Agreement upon "Award of Contract" to another Contractor, to perform major work referenced herein. In such event, payment due on the date of cancellation of the Agreement by Owner, shall be paid by Owner.

5. **TIME OF COMPLETION:**

- a. The Owner and Contractor understand and agree that time is of the essence in the performance of this Agreement. The Contractor or Owner, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction of, in whole or in part, equipment or manufacturing plant, lack of ability to obtain raw materials, labor, fuel or supplies for any reason or any other causes, contingencies or circumstances not subject to the Owner's or Contractor's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Owner's or Contractor's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement, or on the day of the start of Work, shall extend the time of the Owner's or Contractor's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. **However, under such circumstances as described herein, the Owner may, at their discretion, cancel this Agreement for their own convenience.**

6. **INSURANCE REQUIREMENTS:**

- a. The **CONTRACTOR** shall not commence work under this **AGREEMENT** until it has purchased **INSURANCE** for protection from any and all claims which may arise out of or result from the **CONTRACTOR'S** operation under The **CONTRACT**. The **CONTRACTOR** shall maintain the required insurance in the minimum amounts as described below at all time during performance of the **WORK**.
- b. **WORKMEN'S COMPENSATION INSURANCE:** The **CONTRACTOR** shall procure and shall maintain during the life of the **AGREEMENT** Workmen's' Compensation Insurance for all its employees to be engaged in work on the project under this **AGREEMENT**.
- c. **CONTRACTOR'S GENERAL LIABILITY AND INSURANCE:** The **CONTRACTOR** shall procure and shall maintain during the life of the **AGREEMENT** a Comprehensive Liability Policy providing bodily injury coverage on an occurrence basis, including damage arising from blasting, explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors, and contractual operations, independent contractors, and contractual general liability insurance shall equal or exceed \$200,000.00 each person, bodily injury, \$500,000.00 each occurrence, bodily injury, and \$500,000.00 aggregate completed operations. Property damage liability shall equal or exceed \$100,000.00 each accident, \$100,000.00 aggregate. The **CONTRACTOR** agrees to maintain such completed operations coverage as is required in this section for a period of one (1) year from the date of acceptance of the **WORK** by **OWNER** or at the date of the final amounts owed the **CONTRACTOR** by the **OWNER**, whichever occurs first.
- d. **COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE:** The **CONTRACTOR** agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability coverage on an occurrence basis, and providing property damage liability coverage on an accident basis. This Policy shall protect the **CONTRACTOR** against all liability arising out of the use of automobiles, including private, passenger, and commercial, regardless of whether such vehicles shall be

owned by the CONTRACTOR, owned by others or be hired. Limits of liability for Comprehensive Automobile Liability Insurance shall equal or exceed \$200,000.00 each person, bodily injury; \$500,000.00 each occurrence, bodily injury; and \$50,000.00 each accident, property damage.

- e. To the fullest extent permitted by law, the **CONTRACTOR** shall indemnify and hold harmless the **OWNER**, and its agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the **WORK**.

7. **ACCEPTANCE OF WORK:**

- a. The Owner will be deemed to have accepted the Work after the Owner agrees in writing, the work is completed. In the event Work furnished under the Agreement is found to be defective or does not conform to the intent of the Agreement, the Contractor shall correct the deficiency before the publication date. Failure on the part of the Contractor to properly correct the deficiencies within the time period allowed, will constitute the Owner's right to cancel the Agreement immediately, upon written notice to the Contractor.

9. **CORRECTION OF WORK:**

- a. The Contractor shall promptly correct all Work rejected by the Owner as faulty, defective or failing to conform to the Agreement, whether observed before or after completion of the Work. The Contractor shall bear all costs of correcting such rejected Work.

10. **TIME IS OF THE ESSENCE:**

- a. The Owner and Contractor agree that time is of the essence in the performance of Work called for under this Agreement. The Contractor agrees that all work will be accomplish regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within reasonable time periods.

11. **SAFETY MEASURES:**

- a. The Contractor shall take all necessary precautions for the safety of the Owner's and Contractor'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. Where necessary, the Contractor shall post signs warning against hazards in and around the Work site.

12. **EXTRA WORK AND ASSOCIATED COSTS:**

- a. **Changes in the Work:** The Owner, without invalidating the Agreement, may order changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revision, the Agreement price and time for execution of the Work being adjusted accordingly.
- b. All such changes in the Work shall be authorized by a written Amendment to the Agreement or a separate Change Order, or Purchase Order, and shall be executed under the applicable conditions of the Agreement.

13. **FAMILIARITY WITH THE WORK:**

- a. The Contractor, by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The Owner will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that execution of

the Agreement by the Contractor serves as his stated commitment to fulfill all requirements and conditions referred to in this Agreement.

14. **CONTRACTOR LIABILITY:**

- a. Nothing in this Agreement shall be construed to mean that the Contractor assumes any liability for damages or otherwise, on account of accidents to persons or property, except those resulting from negligence on the part of the Contractor.

15. **MISCELLANEOUS PROVISIONS:**

- a. The Contractor shall not employ Subcontractors without the express written permission of the Owner.
- b. The Contractor shall not assign the Agreement or sublet it as a whole without the express written permission of the Owner. The Contractor shall not assign any payment due them hereunder, without the express written permission of Owner. The Owner may assign the contract, or sublet it as a whole, without the consent of the Contractor.
- c. 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.
- d. The Contractor 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 this Agreement.
- e. The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an area designated by the Owner, or remove to a waste site as directed by the Owner. If the Contractor fails to clean up the Work site, the Owner will complete the task and charge the Contractor for such services.
- f. This Agreement is considered a non-exclusive Agreement between the parties.
- g. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.
- h. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.
- i. This Agreement, contains all terms and conditions agreed upon by the Owner and Contractor. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- j. 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.

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

THE CITY OF FAIRHOPE, ALABAMA

BY: _____
TIMOTHY M. KANT, Mayor

ATTEST: _____
LISA A. HANKS, City Clerk

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 they executed the same voluntarily on the date the same bears date.

Given under my hand and Notary Seal on this _____ day of _____, 2012

NOTARY PUBLIC

_____/_____/_____
My Commission Expires:

Contractor

(Name of Contractor)

ATTEST: _____

BY: _____
(Contractor's Representative)

ITS: _____
(Representative's Title)

GENERAL CONTRACTOR'S LICENSE NUMBER: _____

CONTRACTOR'S FOREIGN VENDOR REGISTRATION NUMBER (Required of out-of-state-vendors): _____

STATE OF ALABAMA}

COUNTY OF BALDWIN}

I, the undersigned authority in and for said State and County, hereby certify that _____, as _____ respectively, of _____, whose name is signed to the foregoing document and who are 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 Notaries Seal on this _____ day of _____, 2012

NOTARY PUBLIC

_____/_____/_____
My Commission Expires

ITEM VII

PERFORMANCE BOND

KNOW ALL MEN: That we _____

(Insert here the name & address of legal title of the Contractor)

hereinafter called the Principal, and

WAIVED

_____ and
_____ and

hereinafter called the Surety or Sureties, are held and firmly bound unto The City of Fairhope of Baldwin County, a political subdivision of and Body Corporate in the State of Alabama, 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.

For purposes of establishing the value of this Bond, the value of this Contract shall be _____.

WHEREAS, the Principal has, by means of a written agreement, dated _____ Entered into a contract with the Owner for:

Bid Number 025-12, JAIL INMATE MEALS 2012

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 thence 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.

Signed and Sealed this _____ day of _____, 20_____.

(Individual principals sign here)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

In the presence of:

_____ (SEAL)
(Corporate Principal Sign Here)

ATTEST:

BY: _____
(Surety Sign Here)

WITNESS:

BY: _____

COUNTERSIGNED:

ITEM VIII

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as
Principal, and _____ as Surety, are held and firmly bound unto said
THE City of Fairhope of Baldwin County, a political subdivision of and body corporate in
the State of Alabama, hereinafter called the Oblige, in the peral 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. Finally by these presents.

For purpose of establishing the value of this Bond, the value of this Contract shall be _____.

WHEREAS, said principal has entered into a certain Contract with said Oblige, dated _____, 20____. (Hereinafter called the Contract) for **Bid Number 025-12, JAIL INMATE MEALS, 2012**, 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 THE 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 TIMOTHY M. KANT, Mayor of the City of Fairhope, Baldwin County, State of Alabama, 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 proceeding thereon that is instituted later than one year after the final settlement of said contract.
- (e) This Bond is given pursuant to the terms on 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".

WAIVED

SIGNED, SEALED AND DELIVERED THIS ____ day of _____ 20 ____.

(Individual Principals sign here)

_____ (SEAL)

By: _____ (SEAL)

In the Presence Of:

Corporate Principal sign here

ATTEST:

BY: _____
(Surety Sign Here)

WITNESS:

BY: _____

INSTRUCTIONS

1. The full name (given, initial, surname) and residence of each individual party to the Bond must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named) and all partners must execute the Bond as individuals.
3. The State of Incorporation of each corporate party to bond must be inserted in the first paragraph and the Bond must be executed under the Corporate Seal of each party attested by its Secretary or other appropriate Officer.
4. The date of the Bond must not be prior to the date of the Contract.

ITEM IX

CERTIFICATE OF CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

FORM FOR CERTIFICATE OF CONTRACTORS AND SUBCONTRACTORS
INSURANCE TO CITY OF FAIRHOPE OF BALDWIN COUNTY, ALABAMA

Date _____

This is to certify that the policies designated below have been issued by the _____
_____ and are in force on the date
borne by this certificate.

1. Location and designation of project:

2. Name and address of insured for whom this certificate is issued:

3. Type of Insurance

Limits of Liability

(a) WORKMEN'S COMPENSATION:

(policy number)	(exp. Date (one person))	(coverage (one accident))	(aggregate)
-----------------	-----------------------------	------------------------------	-------------

(b) CONTRACTOR'S PUBLIC LIABILITY:

1. Bodily Injury

(each person)	(each occurrence)	(total coverage)
---------------	-------------------	------------------

2. PROPERTY DAMAGE:

(each accident)	(aggregate)
-----------------	-------------

(c) AUTOMOBILE (Motor Vehicle):

1. Bodily Injury:

(Each Person)	(Each Occurrence)	(Total Coverage)
---------------	-------------------	------------------

2. Property Damage:

(Each Accident)	(Aggregate)
-----------------	-------------

(d) OWNER'S PROTECTIVE LIABILITY:

(Each Occurrence) (Bodily Injury)	(Each Occurrence) (Property Damage)
--------------------------------------	--

Such insurance as is afforded by the above policies covers the operations undertaken by the insured with respect to the construction of the project above designated. The insurance afforded by the above designated policies, specimen copies of which have been filed with the City of Fairhope of Baldwin County, Alabama, and to each of which is attached for following endorsement.

The insurer agrees with the insured as follows:

1. That it will furnish to said City of Fairhope of Baldwin County a certificate of insurance in triplicate on a form approved for such purposed by said City of Fairhope, setting forth the pertinent information regarding the policy to which this endorsement is attached, for each project of said City of Fairhope to which the policy applies.
2. That it will attach to each said certificate of insurance executed copies of any endorsement other than this endorsement which are attached to said policy at the time said policy is issued, provided only that said endorsements affect the coverage of said policy in respect of operations involved in the construction of the projects of said City of Fairhope to which the policy applies.
3. That it will mail to the City of Fairhope of Baldwin County Alabama, three executed copies of each endorsement subsequently issued to become a part of said policy provided only that endorsement affects the coverages of said policy in respect of operations involved in the construction of the project of said City of Fairhope which the policy applies, and provided further that such endorsement shall not be effective unless such notice is given to the City of Fairhope at the same time that notice thereof is given to the insured.

4. That it will mail to the City of Fairhope of Baldwin County, Alabama, at least ten days before the effective date thereof notice of cancellation of said policy, provided no cancellation shall be effective unless such notice is given to the County.

Insurer

BY: _____

Authorized Representative

SCOPE OF WORK and SPECIFICATIONS**Service to include:**

- a. Provide meal provisions to City Jail, as per specifications.
- b. Deliver provisions to Fairhope City Jail, or other designated City site.
- c. Provide delivery within 24 hours of receipt of order, delivery time every week specified by City of Fairhope, inside delivery if required.

Weekly Estimate (Example)

<u>for 20 inmates per day for 7 days</u>		<u>quantity needed</u>
40 Dinner Meals	280 Meals	23 Cases
20 Breakfast Meals	140 Meals	12 Cases
3 Bread Loafs	21 Loafs	21 Loafs
1.5 Gallons of Milk	10.5 Gallons	11 Gallons
20 Oranges	140 Oranges	12 Bags of Oranges

(Inmates are given (1) one, (8) eight ounce cup every meal)

Recommended Daily Nutrition:**All meals MUST meet or exceed the following:**

Calories:	2000
Total Fat:	55g or 25% of total calories
Saturated Fat:	no more than 10% of total calories
Carbohydrates:	275g or 55% of total calories
Protein:	100g or 20% of total calories

SPECIFICATIONS

Meals that are bid must contain the following to be considered: A minimum of 2000 calories, total fat 55g or 25% of total calories, saturated fat no more than 10% of total calories, carbohydrates 275 g or 55% of total calories, and protein 100 g or 20% of total calories.

Vendor must acknowledge VENDOR COMPLIANCE. If NO, a full explanation must be made on or below line, or on an extra sheet attached to back of bid form, with "see attachment" in the appropriate blank. Attach support data for substitution being equal to or better than specified. If vendor does not acknowledge VENDOR COMPLIANCE, it will be understood that vendor cannot fulfill said specifications.

**The provisions will be:
BREAKFAST, FROZEN, INDIVIDUAL SERVING,
(Serving size to meet nutritional specs)**

COMPLY
(YES / NO)

- | | |
|------------------------------|-------|
| 6. PANCAKES & SAUSAGE | _____ |
| 7. EGGS BACON & HASHBROWNS | _____ |
| 8. EGGS SAUSAGE & HASHBROWNS | _____ |
| 9. FRENCH TOAST | _____ |
| 10. OMELETS | _____ |

**DINNERS, FROZEN, INDIVIDUAL SERVING,
(Serving size to meet nutritional specs)**

- | | |
|------------------------------------|-------|
| 1. FRIED CHICKEN | _____ |
| 2. CHICKEN NUGGET | _____ |
| 3. CHICKEN FINGERS | _____ |
| 4. BONLESS PORK | _____ |
| 5. PEPPERONI | _____ |
| 6. BARBECUE CHICKEN | _____ |
| 7. TURKEY | _____ |
| 8. SALISBURY STEAK | _____ |
| 9. FISH STIKS | _____ |
| 10. SWEDISH MEATBALLS & NOODLES | _____ |
| 11. POT ROAST | _____ |
| 12. FRIED RICE | _____ |
| 13. COUNTRY FRIED STEAK | _____ |
| 14. SWEET & SOUR CHICKEN | _____ |
| 15. MEAT LOAF | _____ |
| 16. CHICKEN STUFFED BAKED | _____ |
| 17. BEEF ENCHALADA | _____ |
| 18. BEEF PATTY W/COUNTRY STYLE VEG | _____ |
| 19. SPAGHETTI | _____ |

MISCELLANEOUS PROVISIONS

- | | |
|--|-------|
| 1. BREAD, WHITE, SANDWICH, 20 oz. loaf | _____ |
| 2. MILK, 2%, 1 gallon, plastic bottle | _____ |
| 3. ORANGES, per each | _____ |
| 4. APPLES, per each | _____ |
| 5. TEA BAGS, GALLON SIZE, 24 / BOX | _____ |

SPECIAL CONSIDERATIONS

BIDDING & PRICING

5. Bidders will present their bid in a 'percentage discount below retail price' format, and supply a unit price per each item, and a total price (quantity = one each) for the bid items, based on pricing in effect on July 2, 2012.
6. The percentage discount below retail price bid, will remain constant for the entire duration of awarded bid, with the exception that increases in the percentage will be allowed.
7. The benchmark date of pricing listed on the proposal shall include all costs.

8. The City of Fairhope will require awarded vendor to provide documentation to support any change in retail price. Failure to do so, or documentation deemed insufficient by the City of Fairhope, may be cause for bid termination.
5. The proposal shall include add-on or deduct costs if any. The Owner will approve and return a copy of the proposal prior to any change implementation.

COMPLIANCE

1. All provisions and services will comply with all Federal, State and Local laws, and regulations.
5. The awarded vendor will be responsible for insuring that all products meet specifications before delivery.
6. Awarded vendor will make no substitutions for bid items without prior written approval of the City of Fairhope Purchasing Department.

ORDERING

1. Purchase Orders will be issued by the City of Fairhope Purchasing Department to the awarded vendor for provisions as needed.
2. If awarded vendor fails to fill Purchase Order or deliver on time, the City of Fairhope reserves the option to procure needed, comparable provisions from any source, and bill the awarded vendor for associated expenses generated by such failure.

PACKAGING & DELIVERY

1. Awarded vendor will supply a list of 'units per case' for each bid item.
2. Deliver provisions to Fairhope City Jail, or other designated City site, maintaining product in proper state, (example: frozen foods frozen, not thawed), in unopened, undamaged, manufacturer's original, protective packaging, product containers.
3. FOB City of Fairhope, as directed.
7. Delivery will be made at time and place set by City of Fairhope representative, within twenty four (24) hours of receipt of Purchase Order.

END OF SPECIFICATIONS

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 filing 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, an 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 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.**

ITEM IX
INVITATION SUMMARY
Bid No. 025-12
Jail Inmate Meals 2012

Invitation for Bid No.:	025-12
Bid Name:	Jail Inmate Meals 2012
Issue Date:	6/12/2012
Certificate of Insurance Requirements:	See Standard Terms and Conditions and Section 1.20 of Invitation and Instructions to Vendors
Pre-Bid Meeting:	06/21/12 9:00 a.m.
Deadline for Questions Date:	07/02/2012
Bid Due Date:	07/9/2012 10:00 a.m.
City Internet Site:	www.cofairhope.com
Bid Response Copies to submit:	one (1)
Purchasing Department Contact:	Daniel P Ames, Purchasing Manager Dan.ames@cofairhope.com (251) 928-8003

END OF INVITATION SUMMARY

ITEM X
BIDDER INFORMATION

This Section must be printed, completed and turned in with your bid response to

Bid No. 025-12, Jail Inmate Meals 2012

Business Organization

Name of Bidder (exactly as it appears on W-9):

Doing-Business-As Name of Bidder:

Principal Office Address:

Telephone Number: _____

Fax Number: _____

Email address: _____

Website: _____

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 ___

Contact: _____ Email _____

END OF BIDDER INFORMATION SECTION