

REQUEST FOR QUOTATIONS

RFQ 003-14

**ZINC ORTHOPHOSPHATE AND TETRA POTASSIUM
PYROPHOSPHATE (TKPP) CHEMICALS 2014**

Timothy M. Kant, Mayor

FAIRHOPE CITY COUNCIL

Jack Burrell, Council President

Posted

CITY OF FAIRHOPE
REQUEST FOR QUOTATIONS (RFQ)

RFQ #: **003-14**
RFQ Title: **Zinc Orthophosphate and Tetra Potassium
Pyrophosphate (TKPP) Chemicals 2014**

Date issued: **May 2, 2014**

Quote Due Date
and Time: **May 13, 2014, Tuesday at 2:00 pm local time**

MANDATORY SITE VISIT is scheduled for **THURSDAY May 8, 9:00 a.m.**

Please submit QUOTE in **SEALED ENVELOPE** WITH NAME OF RFQ WRITTEN ON OUTSIDE:

By USPS --- Daniel P Ames, Purchasing Manager
P.O. Drawer 429
Fairhope, Al 36533

Hand delivered— Dan Ames, Purchasing Manager
City Services and Utilities Building
555 South Section Street,
Fairhope, Alabama 36533

Courier-- Dan Ames, Purchasing Manager
City Services and Utilities Building
555 South Section Street,
Fairhope, Alabama 36533

Submit entire RFQ with signed Quotation.

Direct all questions to:
Daniel P. Ames, Purchasing Manager
by E-mail dan.ames@cofairhope.com.
Phone: 251-928-8003.

TABLE OF CONTENTS

Invitation and Instruction to Bidders..... I

Quotation Form..... II

Bid Bond.....III

Insurance.....IV

Standard Terms and Conditions.....V

ContractVI

ITEM I

INVITATION AND INSTRUCTIONS TO VENDORS

1.00 **REQUEST FOR QUOTATIONS**

Notice is hereby given that the City of Fairhope ("Owner") will receive quotations on the project described herein. Qualified vendors are invited to submit quotes on this project.

1.01 **RFQ 003-14 Zinc Orthophosphate and Tetra Potassium Pyrophosphate (TKPP)
Chemicals 2014**

1.02 **Project Locations:**

Courthouse to Well #1	0.3 miles
From Well #1 to Well #2	1.7 miles
From Well #2 to Well #3	3.9 miles
From Well #3 to Well #5	5.6 miles
From Well #5 to Well #4	1.8 miles
From Well #4 to Well #6	2.3 miles

SUMMARY: It is the intent of the City to accept quotes and award a contract for the supplying of certain chemicals for our potable water system. Specifically, Zinc Orthophosphate and TKPP chemicals.

1.03 **DEADLINE FOR SUBMITTING QUOTES**

Quotes will be received in sealed envelopes until **2:00 p.m. local time, Thursday, 5/13/14** at the City of Fairhope Offices, 555 South Section St., Fairhope, Alabama. **Submit quotes in sealed envelopes to Dan Ames, Purchasing Manager** for the City of Fairhope, with the name and number of the RFQ on the outside of the envelope.

1.05 **INQUIRIES**

Direct questions by email to Dan Ames, Purchasing Manager, at dan.ames@cofairhope.com
Phone number (251) 928-8003.

1.06 **CITY OF FAIRHOPE CONTRIBUTION**

The City of Fairhope will not furnish any labor, material, or supplies unless specifically stated in the Contract Documents.

1.07 **LICENSING**

Vendor must be properly licensed to perform the work as outlined in the Scope of Work. **Awarded Vendor must have a current business license or purchase a business license with the City of Fairhope prior to issuance of Notice to Proceed.** Where required by State Law, State CONTRACTOR's license is required.

No quotes will be considered unless the vendor, 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, awarded vendors who are non-residents of the State, if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama.

Except for contracts funded in whole or in part by funds received from a federal agency, preference shall be given to resident vendors on the same basis as the nonresident contractor's state awards contracts to Alabama vendors quoting under similar circumstances. Therefore, non-resident vendors shall submit with their quotation a written opinion of an attorney at law licensed to practice law in the non-resident vendor's state of domicile as to preferences granted by that state to entities doing business in that state when letting public contracts.

1.08 PERFORMANCE ASSURANCE AND INSURANCE

The vendor to whom award is made shall provide a Performance Bond equal to 100% of the Contract Amount and a Labor and Material Bond equal to 50% of the contract amount. The accepted vendor shall also provide insurance as required in section 1.20.

1.09 DURATION OF OFFER

Quotations may be withdrawn in written or telegraphic request received from vendor prior to the time fixed for opening. No quotation shall be withdrawn for a period of forty five (45) days subsequent to the opening of quotations without the consent of the City Council of the City of Fairhope.

1.10 EQUAL OPPORTUNITY

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 of Fairhope also encourages and supports the utilization of Minority Business Enterprises on this and all public bids, request for quotations and projects.

1.11 QUOTATION SUBMISSION AND PREPARATION

Quotations, signed, executed, and dated, will be received by the City of Fairhope as noted in section 1.03 above.

Submit in hardcopy form one copy of the executed offer on the Quotation Form provided, signed, dated and notarized.

Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the request for quotations, these instructions, and the instructions printed on the forms is necessary. Special care should be exercised in the preparation of quotations. Vendors 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 quotation and guaranty forms shall be suitably filled in. Fill in all blanks on the quotation form. Erasers or other changes must be explained or noted over the signature of the vendor.

The Quotation Form may have a Contingency Allowance listed. Add this amount to the Base Quote to derive the Total Quotation. The Contingency Allowance covers unforeseen conditions and shall not be used by the VENDOR without the written authorization of the City of Fairhope. At the conclusion of the project, the unused portion of the Contingency Allowance shall revert to the City of Fairhope.

Each quotation must give the full business address of the vendor and must be signed by him with his usual signature. Quotations 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. Quotations 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 quotation 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 quotation of the individual signing. When requested by the City of Fairhope satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

Each project will be quoted separately unless otherwise expressly requested in the contract document. Combination quotations, that is quotations on separate projects lumped together as a single quotation, or on all or none basis, will not be accepted unless the contract document expressly requests or permits same. Alternate quotations will not be considered unless requested.

1.12 QUOTATION INELIGIBILITY

Quotations that contain irregularities of any kind may be declared unacceptable at the discretion of the City. The City may waive any irregularities and may reject any or all quotations. Quotations received after the deadline will be returned to the vendor unopened.

1.13 CONTRACT TIME

The VENDOR agrees to perform the work within the time stated in the Quotation Form. The VENDOR, in submitting an offer, accepts the conditions of the contract period stated for performing the work.

1.14 CONSTRUCTION DOCUMENT IDENTIFICATION

The Construction Documents are the Request for Quotation documents, any drawings, Addenda, and all other related documents bearing the Project Title and Number. Vendors shall use complete sets of Construction Documents in preparing their quotations. The City of Fairhope will not assume responsibility for errors or misinterpretation resulting from the use of incomplete sets of Construction Documents.

1.15 INQUIRIES/ADDENDA

Direct questions to the Purchasing Manager, Dan Ames, by email to: dan.ames@cofairhope.com.

All Addenda are part of the Quotation Documents. Include resultant costs in the quotation. Addenda will be issued by email to all bidders on bidders list. If a mandatory meeting is held, Addenda will be issued only to attendees. It is the responsibility of the vendor to verify that all addenda have been received. All addenda must be signed by vendor and included in quotation.

1.16 QUOTATION ACCEPTANCE

The quotation with lowest total quotation dollar amount from a responsive and responsible vendor may be accepted if within the Contract Budget. In the event that alternates are listed on the quotation form, the lowest combination of Total Quotation and Alternate Quotations accepted by the City shall be the accepted quotation. Alternates shall be awarded in the order in which they are listed on the quotation form.

1.17 VENDORS INTERESTED IN MORE THAN ONE QUOTATION

If more than one quotation is offered by any one party, by or in a name of his clerk, partner, corporation in which he has a substantial interest, or in which he is an officer, or other person, all such bids may be rejected. A party who has quoted prices on materials to a vendor quoting is not thereby disqualified from quoting prices to other vendors quoting or from submitting a quotation directly for the materials or work. The City reserves the right to determine in its discretion whether the provisions of this clause have been violated by any vendor quoting.

1.18

ERRORS IN BIDS

Vendors, or their authorized agents are expected to examine the maps, drawings, specifications and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the vendor's own risk. In case of error, in the extension of prices, the unit price will govern.

1.19

CONTRACT AND BOND

The vendor to whom award is made must, when requested, enter into written contract on the City's standard contract form, with satisfactory security in the amount required, within the period specified, or, if no period be specified, within 15 days after the required forms are presented to him for signature. Note: this small project may be ordered by issuance of a Purchase Order.

1.20

INSURANCE REQUIREMENTS

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

1.20.1

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

1.20.2

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

1.20.3

Worker's Compensation and Employer's Liability

Part One:	Statutory Benefits as required by the State of Alabama		
Part Two:	Employer's Liability	\$100,000	each accident
		\$100,000	each employee
		\$500,000	Policy Limit

1.20.4

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

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

1.20.5

Maritime Endorsement (Jones Act)

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

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

1.20.6

Commercial General Liability

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

Each occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operation Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Coverage to include:

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

1.20.7 Automobile Liability
Covering all owned, non-owned and hired vehicles with a limit of no less than \$1,000,000 combined single limit of Bodily injury and property damage per occurrence.

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

1.20.8.1 The VENDOR shall require certificates of insurance from sub-contractors. Sub-contractors will carry limits of insurance equal to or greater than those carried by the AWARDED VENDOR. These certificates shall evidence waivers of subrogation in favor of the VENDOR and the City, and shall be made available to the City upon request.

1.21 COLLUSION
If there is any reason for believing that collusion exists among the vendors quoting, any or all quotations may be rejected, and those participating in such collusion may be barred from submitting quotations on the same or other work with the City.

1.22 SUBLETTING OR ASSIGNING OF CONTRACT / PURCHASE ORDER
The VENDOR shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the Contract / Purchase Order, his right, title or interest therein, or his power to execute such Contract, to any person, firm or corporation without written consent of the City, and such written consent shall not be construed to relieve the VENDOR of any responsibility for the fulfillment of the Contract / Purchase Order. Unless otherwise stipulated in the proposal or special provisions, the VENDOR shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all Contract Purchase Order work of a value not less than 50 percent of the total Contract / Purchase Order amount, except that any items designated in the Contract / Purchase Order as "Specialty Items" so performed by subcontract may be deducted from the total Contract / Purchase Order amount before computing the amount of work required to be performed by the VENDOR with his own organization.

Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the VENDOR and the VENDOR will be responsible to the City for all of the subcontractor's work, including failures or omissions; and his removal may be required by the Project Manager, as in the case of an employee.

1.23 PROSECUTION OF WORK
The VENDOR shall commence work within 10 days of issuance of the Notice to Proceed (NTP) by the Project Manager or as otherwise directed in writing.

The VENDOR shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Project Manager. He shall provide sufficient satisfactory materials, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the Contract / Purchase Order.

Should the VENDOR fail to maintain a satisfactory rate of progress, the Project Manager may require that additional forces and/or equipment be placed on the work to bring the project up to schedule and maintain it at that level.

Should the VENDOR fail to furnish sufficient satisfactory equipment and/or labor for maintaining the quality and progress of the work at satisfactory level, the Project Manager may withhold all estimates that may become due until satisfactory quality and progress are maintained; or the contract may be annulled.

2.0 **SCOPE OF WORK**

It is the intent of the City of Fairhope to accept quotes and award a contract for the supplying of certain chemicals for our potable water system. Specifically, the chemicals are: Zinc Orthophosphate and Tetra Potassium Pyrophosphate (TKPP).

2.01 LOCATIONS

Courthouse to Well #1	0.3 miles
From Well #1 to Well #2	1.7 miles
From Well #2 to Well #3	3.9 miles
From Well #3 to Well #5	5.6 miles
From Well #5 to Well #4	1.8 miles
From Well #4 to Well #6	2.3 miles

2.02 VENDOR QUALIFICATIONS

Awarded Vendor must have a dedicated division, in the business of supplying water treatment products (chemicals and equipment) and services for the control of corrosion, deposition and biological control in water utility systems. Documentation of these requirements will be required. The Vendor will designate a primary representative and provide telephone, voicemail, and email contract information for him.

2.03 Delivery/installation time is of the essence and may be a factor in making an Award.

2.04 State delivery/installation time frame ARO on Submittal Form

2.05 All quotes must be valid for 45 days minimum.

2.06 Purchaser/Ship to Location:

Courthouse to Well #1	0.3 miles
From Well #1 to Well #2	1.7 miles
From Well #2 to Well #3	3.9 miles
From Well #3 to Well #5	5.6 miles
From Well #5 to Well #4	1.8 miles
From Well #4 to Well #6	2.3 miles

3.0 **MINIMUM SPECIFICATIONS**

3.01 WARRANTY

Awarded Vendor will provide written warranty for all parts and labor for a period of one year (1) commencing from date of written acceptance of delivery/installation 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 warranty, and the terms of which will not be altered by the Awarded Bidder's warranty.

3.02 QUOTING VENDOR INFORMATION
Quoting Vendor further offers to furnish materials, equipment or services in compliance with all terms, conditions, and specifications herein including all amendments. Submitting this document constitutes complete understanding and compliance with the terms and conditions and certifies that all necessary facilities and personnel are available and established at the time of quotation submittal. Bidders are required to read and understand all information contained within this entire quote package.

4.0 **TECHNICAL SPECIFICATIONS**

4.01 Each well will be treated with one chemical, a corrosion inhibitor approximately (3-to-1 orthophosphate / zinc blend). It is the City's intent not to exceed a corrosion Rate of One Mil per year. It is the City's intent to feed at a rate to achieve a 1.35 to 1.75 ppm of orthophosphate residual.

4.02 Well # 5 will also be treated with the chemical tetra potassium pyrophosphate (TKPP).

4.03 All supplied chemicals must be EPA Approved for drinking water.

5.0 **EQUIPMENT**

5.01 All equipment, including hoses, fittings, and adaptors necessary for delivering and pumping the products into or out of the OWNER'S bulk storage tanks will be supplied by the Vendor.

5.02 Vendor will supply (TKPP) in three hundred (300) gallon tote tanks.

6.0 **ENVIRONMENTAL REQUIREMENTS**

6.01 All products will be clearly labeled for the intended use.

6.02 Vendor will present at each delivery of products a Materials Safety Data Sheet (MSDS) to each product.

7.0 **PRODUCT DELIVERY**

7.01 Products will be delivered in vehicles designed for the products' transport and delivery, with all necessary safety and environmental equipment intact and operable, including signage.

7.02 Deliver bid items to OWNER designated locations, maintaining product in proper state, undamaged.

7.03 At point of delivery, awarded vendor will present an itemized delivery/service ticket **with the Purchase Order Number clearly referenced thereon**, to the OWNER'S receiving personnel for signing.

7.04 **F.O.B. OWNER designated locations as directed.**

7.05 Vendor shall procure and maintain insurance as described above for the life of this contract. Proof of this insurance will be submitted as part of the contract package at the time of the initial contract award.

8.0 **ADDITIONAL TERMS AND CONDITIONS**

8.01 The following terms also apply:
All work to be done in a neat and professional manner.

- 8.02 All applicable licenses or permit fees to be acquired and paid by AWARDED VENDOR.
- 8.03 AWARDED VENDOR to provide all necessary services and materials unless stated otherwise above.
- 8.04 AWARDED VENDOR to comply with all laws, codes, and regulations, including safety, fire, health, environmental and insurance.
- 8.05 AWARDD VENDOR to cleanup job site and remove all waste and non-salvageable material in accordance with applicable laws, codes and regulations.
- 8.06 The AWARDED VENDOR will be responsible for all minor facilities and equipment damages (e.g., paint, drywall and etc.) caused by the VENDOR resulting from negligence during the execution of this contract. This includes but is not limited to damage too small to be covered by the AWARDED VENDOR'S insurance
- 8.07 Written change proposals shall be provided to the project manager by the VENDOR for any modification to the plans, specifications or other contract requirements. The proposal shall include add-on or deduct costs, if any. The project manager will return an approved copy of the proposal prior to any change implementation.
- 8.08 All salvageable material remains property of the City of Fairhope, and to be delivered by AWARDED VENDOR to the City of Fairhope Warehouse, 555 South Section Street, Fairhope, AL.

ITEM II
QUOTATION FORM

Date: ____/____/____

RFQ No. : RFQ 003-14
RFQ Name: Zinc Orthophosphate and Tetra Potassium Pyrophosphate (TKPP) Chemicals 2014

Award Duration: ONE (1) year from signing date of contract, with the option to renew bid or contract for TWO (2) additional ONE (1) year periods, if terms and conditions, including pricing remain the same, and both parties are in agreement to renewing the contract.

The Vendor agrees to complete all the work within timeframe stated in contract. Base bid will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this contract and scope of work.

The amount of Vendor product necessary to achieve 1.35 to 1.75 ppm of orthophosphate residual for 4.3 MGD average daily use _____ lbs.

PHOSPHATE	BID PRICE: \$ _____ per lb
TKPP	BID PRICE: \$ _____ per lb

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

ADDENDUM NO.	DATE ISSUED	ADDENDUM NO.	DATE ISSUED
_____	_____	_____	_____
_____	_____	_____	_____

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.

If Individual

(Name of Individual or Partnership)

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

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

(Address)

(Address)

(Address)

Phone Number () _____ Fax Number () _____

Primary E-mail address _____

Alabama Contractor's License No. _____ Foreign Corporation Entity ID _____

If Corporation or LLC

Company _____ State of Incorporation _____

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

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

Address _____

Phone Number () _____ Fax Number() _____

Primary e-mail address _____

Alabama Contractor's License No. _____ Foreign Corporation Entity ID _____

THIS MUST BE NOTARIZED!

Notary for Individual or Corporation

STATE OF _____ }
COUNTY OF _____ }

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

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

Notary Public
My Commission Expires: _____

ITEM III
BID BOND

The PRINCIPAL (Bidder's name and address)

The OWNER
City of Fairhope
P.O. Drawer 429
Fairhope, Al 36533

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

RFQ 003-14 Zinc Orthophosphate and Tetra Potassium Pyrophosphate (TKPP) Chemicals 2014

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

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

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

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

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

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

SIGNED AND SEALED this ____ day of _____, 2014.

ATTEST

(Principal (Company))

By _____

Print Name and Title

SURETY

ATTEST

Surety Company

By _____

Print Name and Title

ITEM IV
INSURANCE

4.0 INSURANCE REQUIREMENTS

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

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

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

4.03 Worker's Compensation and Employer's Liability

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

Part Two: Employer's Liability	\$100,000	each accident
	\$100,000	each employee
	\$500,000	Policy Limit

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

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

4.05 Maritime Endorsement (Jones Act)

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

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

4.06 Commercial General Liability

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

Each occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operation Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Coverage to include:

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

4.07 Automobile Liability

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

4.08 Certificates of Insurance

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

- 4.08.1 The Vendor shall require certificates of insurance from sub-contractors. Sub-contractors will carry limits of insurance equal to or greater than those carried by the Vendor. These certificates shall evidence waivers of subrogation in favor of the Vendor and the City, and shall be made available to the City upon request.

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

1. ACCEPTANCE OF AGREEMENT

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

2. ACCEPTANCE OF WORK

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

3. ADDENDA

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

4. ADDITIONAL ORDERS

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

5. APPLICABLE LAW

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

6. ASSIGNMENT

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

express written permission of City of Fairhope. The City of Fairhope may assign the Contract / Agreement / Purchase Order, or sublet it as a whole, without the consent of the awarded vendor.

7. ASSURANCE OF NON-CONVICTION OF BRIBERY

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

8. AWARD CONSIDERATION

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

9. AWARD OR REJECTION OF BIDS

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

10. BACK ORDERS

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

11. BID AND PERFORMANCE SECURITY

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

12. BRAND NAMES

Reference to brand names and numbers is descriptive, but not

restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands.

Descriptive literature or manufacturers specifications, plus any supplemental information necessary for comparison purposes, should be submitted with the bid or the bid on that item may be rejected. Reference to literature submitted with a previous bid or on file with the Division of Purchasing will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. Bids without sufficient documentation to fully support equality, may be considered non-responsive. Reference by the City of Fairhope in the ITB to available existing specifications shall be sufficient to make the terms of such specifications binding on the bidder. Unless the bidder specifies otherwise in its bid, it is understood the bidder is offering a referenced brand item as specified in the ITB or is bidding as specified when no brand is referenced. Failure to examine drawings, specifications and instructions will be at the bidder's risk.

13. BUSINESS LICENSE

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

14. CANCELLATION OF / CONTRACT / AGREEMENT / PURCHASE ORDER / LEASE

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

15. CERTIFICATION PURSUANT TO ACT NO. 2006-557

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

Office of the Secretary of State
P.O. Box 5616
Montgomery, AL 36103
(334) 242-5324

Fax: (334) 240-3138

<http://www.sos.state.al.us/index.aspx>

The Foreign Corporation form is online at
<http://www.sos.state.al.us/downloads/dl1.cfm>.

16. COST OF REMEDYING DEFECTS

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

17. DELIVERY OF BID

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

18. DELIVERY

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

19. ENVIRONMENTAL REQUIREMENTS

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

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

20. EQUIPMENT DEMONSTRATION

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

21. EQUIPMENT ELECTRICAL CERTIFICATION

All electrical equipment purchased shall conform to, and be identified in, the applicable standard(s), or otherwise be certified as applicable, 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.

22. ERRORS IN BID

Bidders are assumed to be informed regarding conditions, requirements and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

23. FORCE MAJEURE

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

24. HAZARDOUS AND TOXIC SUBSTANCES

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

25. INDEMNITY

Indemnity: The awarded vendor hereby agrees to indemnify and save harmless the City of Fairhope, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable 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.

26. INSPECTION

All materials, workmanship, equipment, and supplies are subject to inspection and test at any source or time. Final inspection, acceptance or rejection will be made at delivery destination. Goods that do not meet specifications will be rejected unless substitutions have been approved by the City of Fairhope. Failure to inspect or to reject upon receipt, however, does not relieve the awarded vendor of liability. When subsequent tests,

after receipt, are conducted and when such tests reveal a failure to meet specifications, the City of Fairhope will reject the goods and the awarded vendor shall immediately supply goods meeting specifications or the City of Fairhope may seek damages including but not limited to the testing expense, regardless of whether a part of or all of the goods have been consumed through the testing process. Rejected goods shall be removed by the awarded vendor promptly after rejection, at his expense. If not removed in fourteen (14) calendar days, they may be disposed of at the discretion of the City of Fairhope. Disposal costs will be the awarded vendor's responsibility.

27. INSPECTION OF PREMISES

At reasonable times, the City may inspect those areas of the awarded vendor's place of business that are related to the performance of a Contract / Agreement / Purchase Order. If the City makes such an inspection, the awarded vendor must provide reasonable assistance. The City of Fairhope reserves the right on demand and without notice 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.

28. INSURANCE

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

29. INVITATION TO BID

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

30. INVOICING, DELIVERY, PACKAGING

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

31. LABELING

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

32. LOSS OR DAMAGE IN TRANSIT

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

33. MANDATORY SITE VISIT

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

34. MONITORING OF SERVICES

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

35. NONCONFORMING MERCHANDISE

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

36. NON-DESCRIMINATION

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

37. NON EXCLUSIVE

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

38. NOTIFICATION AND ACCIDENT REPORTS

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

39. PACKAGING

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

40. PATENTS

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

41. PAYMENT

Invoices -- Upon completion of service and delivery of materials specified in the applicable purchase order, awarded vendor will submit an invoice and signed delivery ticket to:

City of Fairhope
Accounts Payable Department
P.O. Box 429
Fairhope, Al. 36533

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

42. PAYMENT WITHHELD

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

43. PRODUCT TESTING

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

44. PERMITS LICENSES AND CERTIFICATES

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

45. PREPARATION OF BID

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

46. QUESTIONS / CONTACT

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

47. RECEIPT BY CITY OF FAIRHOPE

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

48. REJECTION OF BIDS

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

50. RIGHT TO AUDIT

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

51. SAMPLES

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

52. SAFETY MEASURES

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

53. SET-UP AND INSTALLATION

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

54. SPILL CLEAN UP

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

55. SUBSTITUTIONS

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

56. TABULATION

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

57. TAXES

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

58. TERMINATION FOR CONVENIENCE

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

59. TERMINATION FOR DEFAULT

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

60. TERMINATION FOR NON-APPROPRIATION

Termination for Non-appropriation – The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated,

budgeted, and otherwise made available by the local source, State Legislature and/or federal sources. The City of Fairhope may terminate any financial obligation, and awarded vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City of Fairhope's funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

61. TIME IS OF THE ESSENCE

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

62. TITLE

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

63. VENDOR LIST

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

64. WARRANTY

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

65. IMMIGRATION LAW

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

**ITEM VI
CONTRACT**

THIS CONTRACT, entered into this ____ day of _____, 2014, by the City of Fairhope of Baldwin County, Alabama, hereinafter called the "**Owner**", and _____, a corporation organized and existing under the laws of the State of _____, hereinafter called the "**AWARDED VENDOR**" on the

RFQ 003-14 Zinc Orthophosphate and Tetra Potassium Pyrophosphate (TKPP) Chemicals 2014

The **OWNER** and the **AWARDED VENDOR** agree as set forth below:

1. The contract consists of all of the items contained within this contract, the associated bid package, addenda, amendments drawings, charts and appendices, if any.
2. The **AWARDED VENDOR** shall perform all the **WORK** described herein.

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

1. **TERMS OF CONTRACT:**

The term of the Contract shall be for a period of ONE (1) year from the signing date of contract, with the option to renew bid or contract for TWO (2) additional years thereafter in ONE (1) year increments if terms and conditions, including pricing remain the same, and both parties are in agreement to renewing the bid or contract. Therefore, the Contract will begin on ___/___, 2014, and terminate on ___/___, 2015

2. **ORDERING**

The OWNER shall order materials and services by issuing Purchase Orders (or blanket Purchase Order) to the AWARDED VENDOR. The OWNER agrees to pay the sum of _____ (\$0.00) per metered gallon consumed, this is inclusive of all services.

3. **INVOICES**

Upon completion of work specified in the applicable Purchase Order. AWARDED VENDOR is to invoice OWNER upon completion of work in the applicable Purchase Order. The Owner is to be invoiced on a monthly basis, in arrears, for payment of each monthly supply of treated water and monthly corrosion testing.

4. **PAYMENT:**

a. **Compensation:**

Payment shall be based upon the rates set forth in the awarded bidder's "bid response" form.

b. **Invoices:**

i. **Invoices for Routine Services**

The Owner is to be invoiced on a monthly basis, in arrears, for payment of each monthly maintenance routine.

ii. **Invoices for Non-Routine work**

For other work outside the scope of routine, AWARDED VENDOR is to invoice Owner upon completion of work specified. Submittal will include signed delivery / service tickets and invoices.

iii. **Send Invoices to:**

**City of Fairhope
Attn: Accounts Payable
P.O. Box 429
Fairhope, Al 36533**

c. **Payment of Invoice:**

- i. 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 AWARDED VENDOR to execute the work properly or fail to perform any provision of this CONTRACT.
 - ii. The Owner, after three (3) days written notice to the AWARDED VENDOR, may without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the overall CONTRACT sum.
 - iii. Claims filed or reasonable evidence indicating probable filing of claims.
 - iv. Failure of the AWARDED VENDOR to make payments properly to Subcontractors for material or labor.
 - v. A reasonable doubt that the CONTRACT can be completed for the balance then unpaid.
 - vi. Damage to City of Fairhope facilities, or another VENDOR or another contractor's work.

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

6. **GENERAL CONDITIONS:**

- a. **Indemnity:** The AWARDED VENDOR 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 attorney's fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this CONTRACT, 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 CONTRACT, or damage or injury caused by any equipment excluded from this Contract, to the extent that the damage or injury is caused by a negligent act or omission of the AWARDED VENDOR.
- b. **Notification and Accident Reports:** In the event of accidents of any kind, the AWARDED VENDOR shall notify the Owner in writing immediately and furnish, without delay, copies of all such accident reports to the Owner. If the performance of their Work, the AWARDED VENDOR fails to immediately report an accident to Owner, of which the AWARDED VENDOR has knowledge of and which results in a fine levied against the Owner then the AWARDED VENDOR shall be responsible for all fines levied against the Owner.

7. **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 AWARDED VENDOR has failed to meet the requirements of this Agreement.
 - i. The OWNER has a right to terminate for default if the AWARDED VENDOR fails to make delivery of material or does not perform the work, or if the AWARDED VENDOR fails to perform the Work within the time specified in the Agreement, or if the AWARDED VENDOR fails to perform any other provision of the Agreement.

- ii. Failure on the part of the AWARDED VENDOR 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 AWARDED VENDOR 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 AWARDED VENDOR 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 VENDOR, 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.

WARRANTY:

The AWARDED VENDOR warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. If the AWARDED VENDOR is notified in writing of a fault, deficiency or error in the Work, the AWARDED VENDOR shall at the OWNER's option, either re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the OWNER, or refund to the OWNER the charge paid by the OWNER, which is attributable to such portions of the faulty, defective or erroneous Work, including costs for re-performance of Work provided by other VENDORS. All equipment and materials provided by the Contractor shall be merchantable and for the purpose intended, and meet all industry quality standards.

7. **TIME OF COMPLETION:**

The OWNER and AWARDED VENDOR understand and agree that time is of the essence in the performance of this CONTRACT. The AWARDED VENDOR 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 AWARDED VENDOR's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the OWNER'S or AWARDED VENDOR's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the CONTRACT, or on the day of the start of Work, shall extend the time of the OWNER'S or AWARDED VENDOR'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 CONTRACT for their own convenience.**

8. **INSURANCE REQUIREMENTS**

See ITEM VII INSURANCE REQUIREMENTS.

9. **ACCEPTANCE OF WORK**

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 CONTRACT is found to be defective or does not conform to the intent of the CONTRACT, the AWARDED VENDOR

shall correct the deficiency before the publication date. Failure on the part of the AWARDED VENDOR to properly correct the deficiencies within the time period allowed will constitute the OWNER's right to cancel the CONTRACT immediately, upon written notice to the AWARDED VENDOR.

10. **CORRECTION OF WORK**

The AWARDED VENDOR shall promptly correct all Work rejected by the OWNER as faulty, defective or failing to conform to the CONTRACT, whether observed before or after completion of the Work. The AWARDED VENDOR shall bear all costs of correcting such rejected Work.

11 **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 OWNER at all reasonable times, for inspections and audit by the OWNER, during the entire term of the Contract, and for a period of Three (3) years after the expiration of this Contract.

12. **INTERMITTENT PROBLEMS**

Intermittent problems are to be considered a single call-back until the problem is fixed.

13. **TIME IS OF THE ESSENCE**

The OWNER and AWARDED VENDOR agree that time is of the essence in the performance of Work called for under this Contract. 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.

14. **SAFETY MEASURES:**

The AWARDED VENDOR shall take all necessary precautions for the safety of the OWNER'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. Where necessary, the AWARDED VENDOR shall post signs warning against hazards in and around the Work site.

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

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

16. **FAMILIARITY WITH THE WORK:**

The AWARDED VENDOR, by executing this CONTRACT, 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 CONTRACT by the AWARDED VENDOR serves as his stated commitment to fulfill all requirements and conditions referred to in this CONTRACT.

17. **AWARDED VENDOR LIABILITY:**

Nothing in this CONTRACT shall be construed to mean that the AWARDED VENDOR 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 AWARDED VENDOR or its agents, servants, employees and subcontractors.

18. **MISCELLANEOUS PROVISIONS:**

The AWARDED VENDOR shall not employ Subcontractors without the express written permission of the OWNER or its agents, servants, employees and subcontractors.

The AWARDED VENDOR shall not assign the CONTRACT or sublet it as a whole without the express written permission of the OWNER. The AWARDED VENDOR 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 AWARDED VENDOR.

No waiver, alteration, consent or modification of any of the provisions of the CONTRACT shall be binding unless in writing and signed by the OWNER and AWARDED VENDOR.

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 this CONTRACT.

The AWARDED VENDOR 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 AWARDED VENDOR fails to clean up the Work site, the OWNER will complete the task and charge the for such services.

News releases, publicity releases, or advertisements relating to this Contract or the tasks or projects associated with the project shall not be made without prior City approval.

This CONTRACT is considered a non-exclusive CONTRACT between the parties.

This CONTRACT 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 CONTRACT shall be heard in the Courts of Baldwin County, Alabama.

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

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

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

City of Fairhope

ATTEST: _____

Lisa A. Hanks, MMC
City Clerk

BY: _____
TIMOTHY M. KANT, Mayor

NOTARIZATION FOR THE CITY:

STATE OF ALABAMA]
COUNTY OF BALDWIN]

I, _____, a Notary Public in and for said State and County, hereby certify that Timothy M. Kant, whose names as Mayor of the City of Fairhope, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and Notary seal on this the ____ day of _____, 2014

Notary
My commission expires __/__/__

Individual or Partnership

(Individual or Partnership)

(Print Name of Partner)

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

(Print Name of Partner)

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

(Address)

(Address)

(Address)

Phone Number () _____ Fax Number () _____

Primary e-mail address _____

Alabama Contractor's License No. (If required) _____ Foreign Corporation Entity ID _____

If Corporation or LLC

Company _____

State of Incorporation _____

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

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

Address _____

Phone Number () _____ Fax Number() _____

Primary e-mail address _____

Alabama CONTRACTOR's License No. (If Required) _____ Foreign Corporation Entity ID _____

Notary for Individual or Corporation

STATE OF _____ }
COUNTY OF _____ }

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

as _____ respectively, of _____
title company name

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

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

Notary Public
My commission expires ___/___/___

INVITATION SUMMARY
RFQ 003-14

Invitation for RFQ #:	005-14 Zinc Orthophosphate and Tetra Potassium Pyrophosphate (TKPP) Chemicals 2014
Issue Date:	5/2/2014
Bid Bond Requirements:	WAIVED
Mandatory Pre-Bid Meeting	5/8/14, Thursday, 9:00 A.M.
Certificate of Insurance Requirements:	See Standard Terms and Conditions
Deadline for Questions Date:	05/8/2014
RFQ Closing Date:	05/13/2014, Thursday, 2:00 P.M.
City Internet Site:	www.cofairhope.com
Bid Copies:	1
Purchasing Department Contact:	Daniel P Ames, Purchasing Manager Dan.ames@cofairhope.com (251) 928-8003

END OF INVITATION SUMMARY

VENDOR INFORMATION

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

RFQ 003-14 Zinc Orthophosphate and Tetra Potassium Pyrophosphate ((TKPP) Chemical 2014

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