

ADDENDUM NO. 01
To
Bid No. 011-15 Class 200 SDR21 PVC Pipe

CITY OF FAIRHOPE, AL

Answers to questions provided by City Engineer, Trey Jinright,
The bid documents for this Bid shall be amended, revised and changed in the following particulars:

QUESTIONS FROM POTENTIAL BIDDERS:

Question No. 1:

“Do you have a color code spec requirement on the pipe listed on the above referenced bid package? White or Blue???”

Answer to Question No. 1

Pipe shall be White in color.

Question No. 2:

“...will you be taking delivery of all the pipe at one time ?”

Answer to Question No. 2

Yes at one time.

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CHANGES TO SPECIFICATIONS AND BID RESPONSE FORM

Remove pages:

ITEM IV, SCOPE OF WORK AND SPECIFICATIONS; AND REMOVE ITEM V, BID RESPONSE FORM

Insert pages:

ITEM IV rev1, SCOPE OF WORK AND SPECIFICATIONS; AND ITEM V rev1, BID RESPONSE FORM
(SEE ATTACHED REVISIONS)

Bidders are to sign and include signed Addendum No.1 with submitted bid documents.

Daniel P. Ames
Purchasing Manager
City of Fairhope
Posted: 01-14-14

Acknowledged:

(Company)

(By)

58. 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therein) if for any reason the City of Fairhope’s funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

59. 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.

60. 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.

61. 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.

62. 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.

63. 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 IV rev1
SCOPE OF WORK AND SPECIFICATIONS

Bid No. 011-15 Class 200 SDR 21 PVC Pipe

4.0 SCOPE OF WORK

- 4.01 The Awarded Vendor to provide all necessary supervision, labor, tools, materials and safety equipment to perform the following tasks:
- 4.02 Provide **CLASS 200 SDR 21 PVC WATER PIPE** as per specifications, as ordered by Purchase Order.
- 4.03 Deliver items to City of Fairhope, 555 S. Section Street, Fairhope AL, or other designated City site, with all freight FOB destination, prepaid & allowed.
- 4.04 Provide current, applicable Material Safety Data Sheets (MSDS) with each delivery, notifying receiving personnel of any changes, replacements or revisions.

- 4.05 Reference to brand names and numbers is descriptive, but not restrictive. 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 manufacturer's 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 City of Fairhope 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 RFQ. The name of a certain brand, make, model number, manufacturer, or definite specification is to denote the quality standard of the article desired, but does not restrict the bidder to the particular brand, make, model number, manufacturer, or specification named. It is set forth to convey the general style character, and quality of the item desired to the prospective bidder. Whenever the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, which is approved by the City of Fairhope. The burden of proof that alternate brands are in fact equal or better falls on the bidder, and proof must be to the City of Fairhope's satisfaction.
- 4.06 This specification outlines the requirements for Class 200 PVC Water Pipe. This Class 200 PVC Water Pipe shall be to the manufacturer's and all U.S. government standards.
- 4.07 Substitute Offer: The bidder has the burden of demonstrating that a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
- 4.08 Nonconforming Material: When material received from the lowest responsible bidder is not in accordance with the bid requirements, it will be returned to the bidder, at bidder's expense.
- 4.09 Unless otherwise stated, the use of manufacturer's name and product numbers are for descriptive purposes and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise, it is fully understood that they shall furnish all items stated.

4.1 SPECIFICATIONS

Description PVC Class 200 SDR 21 Pipe	Diameter in Inches	Qty. needed in feet	Qty. needed in 20' joints
Irrigation Lateral Line	2.5	34641	1,733
Irrigation Mainline	2.5	108	6
Irrigation Mainline	6.0	10876	544
Irrigation Mainline	8.0	5448	273

END OF SCOPE OF WORK AND SPECIFICATIONS

ITEM V rev1

BID RESPONSE FORM

DATE: ___/___/___

BID NO.: 011-15
BID NAME: Class 200 SDR 21 PVC Pipe

Our bid form must be filled in completely.

- All pages of this Bid Response Form, and additional requested pages, if any, must be returned.
- Acknowledgement must be made where a blank (_____) appears.
- Any attachments hereto are made and become a part of this inquiry and must be signed by bidder.

QUANTITIES The City of Fairhope does not guarantee that the City will procure any set quantities.

Delivery lead time ARO: _____ Days

We propose to meet or exceed the above specifications for the sum of:

Description PVC Class 200 SDR 21 Pipe	Diameter in Inches	Qty. needed in feet	Qty. needed in 20' joints	Bid Price per foot	Bid Price per 20' joint	Total Delivered Bid Price
Irrigation Lateral Line	2.5	34641	1,733			
Irrigation Mainline	2.5	108	6			
Irrigation Mainline	6.0	10876	544			
Irrigation Mainline	8.0	5448	273			

Grand Total Bid Price

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Manufacturer: _____

Awarded vendor must hold bid pricing for a minimum of six (6) months.

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.

Witness our hands and seals this _____ day of _____, 2015.

My Commission Expires: _____

If Individual

_____	_____
(Name of Individual or Partnership)	(Name of Partner Print)

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

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

(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!

STATE OF _____ }
COUNTY OF _____ }

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

as _____
(Type name of bid signer here)

(Type bid signers Title here)

respectively, of

(Type 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 _____, 2015.

Notary Public
My Commission Expires: _____

END OF BID RESPONSE FORM