

**CITY OF FAIRHOPE**  
**BID INVITATION**

July 1, 2011

**Sealed proposals will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, until 2:00 P.M. July 21, 2011, and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:**

**Bid Number 024-11, BACKHOE LEASE for Gas Dept —4 Year Lease/Purchase**

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail to the attention of the Purchasing Manager, Daniel P. Ames, P.O. Drawer 429, 555 South Section St., Fairhope, Al 36532, e-mail: .ames@cofairhope.com, Seventy Two (72) hours prior to the bid opening or will be forever waived.

All bids must be on blank forms provided in the Bid Documents. **BID BOND IS WAIVED.**  
**THERE WILL BE A NON-MANDATORY PRE-BID MEETING on July 7, 2011, AT 9:00 AM, AT 555 SOUTH SECTION STREET, FAIRHOPE, AL.**

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

All bids, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a **"Sealed Bid" with Item Name, Bid Number, City of Fairhope's Name and Address and Bidder's Name and Address**. Each bid must be in a separate envelope. Bids made out in pencil will not be accepted.

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

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

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, 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. Bidder must have a current business license or purchase a business license with the City of Fairhope prior to bid being awarded.

Daniel P. Ames,  
Purchasing Manager

Posted 7-01-2011

## GENERAL REQUIREMENTS

### **AWARD OR REJECTION OF BIDS**

1. The Bid will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the City of Fairhope to accept it. The 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.

### **COMPLIANCE**

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

### **ORDERING**

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

### **PACKAGING & DELIVERY**

1. Deliver bid items to City of Fairhope Warehouse, 555 South Section Street, Fairhope, AL, or other designated City site, maintaining product in proper state, undamaged.
2. At point of delivery, awarded vendor will present an itemized delivery ticket **with the Purchase Order Number clearly referenced thereon**, to City of Fairhope receiving personnel for signing.
3. F.O.B. City of Fairhope, as directed.
4. Shortages, defective or damaged items will be rejected. The awarded vendor will replace such items within seventy-two (72) hours.
5. All Titles, fees, as well as other charges, are to be paid by awarded vendor. Awarded vendor is to furnish prepaid certificate of title in the name of the City of Fairhope, Title shall change upon acceptance of delivery at the Owner approved delivery location.

### **WARRANTY**

1. Winning Bidder 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. Winning Bidder will provide written copies of all other applicable warranties, such as, Manufacturer's warranty. Those warranties, if any, will be in addition to the Winning Bidder's warranty, and the terms of which will not be altered by the Winning Bidder's warranty.

### **PAYMENT**

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

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

**2. All invoices must reference appropriate Purchase Order Numbers**

3. Payment Of Invoice: All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.

If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. Municipalities are exempt from Alabama Sales Tax by state law.

Any attachments hereto are made and become a part of this inquiry and must be signed by bidder.

- Our bid form must be filled in completely.
- All pages of this bid form must be returned.
- All documents requested must be attached to the back of page of such request and acknowledgement must be made where blank appears.
- A signed contractual agreement must be in place prior to beginning work or services.

**SCOPE OF WORK AND SPECIFICATIONS**  
for  
**BID NO. 024-11**

**BACKHOE LEASE FOR GAS DEPARTMENT**

**SCOPE OF WORK**

1. The Contractor to provide all necessary supervision, labor, tools, materials and safety equipment to perform the following tasks:
  - a. Provide lease equipment, associated equipment and service as per specifications, for a lease period of forty eight (48) months. For bidding purposes, use 5000 machine hours per lease term of forty eight (48) months.
  - b. Deliver items to City of Fairhope, 555 S. Section Street, Fairhope Al, or other designated City site, with all freight FOB destination, prepaid & allowed.
  - c. Provide maintenance service as per specifications.

**GENERAL SPECIFICATIONS**

1. Service to include:
  - a. Mobilize, set up, activate, de-activate and demobilize equipment, and freight. Prior to acceptance, all equipment shall be assembled and fully serviced, ready for operation, including initial start up supplies.
  - b. Awarded vendor will be responsible for all necessary service above and beyond normal wear maintenance, with repairs to be accomplished within seventy two (72) hours of notification of out of service.
2. Design:
  - a. The equipment shall be of commercial design and shall be complete with all of the necessary accessories as shown and described herein. Accessories not specifically mentioned, a complete unit ready for use shall also be included. All equipment shall be new and of current production of national firms that manufacture Backhoe-Loaders.
3. Bidder Proximity:
  - a. Awarded vendor must have an office located in Alabama, must be a manufacturer or an authorized distributor of a manufacturer. A letter of authorization from manufacturer must accompany bid showing that bidder is an authorized distributor, and that bidder is authorized to lease equipment in Baldwin County, Alabama.
4. Patents:
  - a. The awarded vendor shall protect the City of Fairhope from any damages or liability arising from alleged infringements of patents.

5. Equipment Maintenance:

- a. Maintenance service will be available during normal City of Fairhope working hours. This includes but is not limited to:
  - (A) Contractor will repair or adjust the equipment as required to maintain the equipment in good working order. These costs are borne by the vendor and included in the maintenance charges or lease charges as applicable. Unusual, or excessive wear and tear on tires, bucket teeth and cutting edges, as well as any damages caused by City employees, will be the responsibility of the City.
  - (B) Preventative maintenance will be based on the needs of the individual device, and will include lubrication, necessary adjustments and replacements of unserviceable parts.
  - (C) On-call remedial maintenance, including replacement of unserviceable parts. Parts will be furnished as new or equivalent to new in performance when used in this device. Removed parts are the property of the vendor, who will dispose of such parts in a legally acceptable manner. Only manufacturer approved parts are to be used.
  - (D) Maximum service response time shall be two (2) hours.
  - (E) In the event that repairs cannot be completed within one (1) City of Fairhope work day, a substitute machine approved by the City of Fairhope will be provided by the awarded vendor.

6. Training:

- a. Awarded vendor will be responsible for initial training of a minimum of four (4) operators on all aspects of the equipment, at a time and location determined by the City of Fairhope, and before operation of equipment by City of Fairhope employees.
- b. Training for additional operators at a later date will be made available at a stated charge.
- c. Operator / instruction manuals must be included with equipment at time of delivery.

7. Referenced Specifications:

- a. 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 ITB. 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.

- b. 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.
- c. Nonconforming Equipment: When equipment 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.

### **TECHNICAL SPECIFICATIONS**

1. The technical specifications as noted below are being provided by the City of Fairhope Gas Department. Specific questions related to the lease of this Backhoe Loader will be addressed by that Department at the mandatory pre-bid meeting.
2. Lease equipment will consist of one(1) Backhoe Loader. Please make substitute offers noted where your specifications do not comply with the

### **BID SPECIFICATIONS FOR BACKHOE-LOADER**

- Y\_\_\_ N\_\_\_ Backhoe shall have a minimum digging depth of 14'-0" with standard stick and 17'-0" with extendable stick. The extendable stick shall be furnished and installed on the machine as part of this lease.
- Y\_\_\_ N\_\_\_ Turbocharged engine net flywheel horsepower shall be at least 88 HP according to SAE J1349.
- Y\_\_\_ N\_\_\_ A 4 in 1 bucket 1.4 cyd MP with fold over forks and bolt-on cutting edge shall be furnished with the machine as part of this lease. As well, 24" wide backhoe bucket shall be furnished as part of this lease.
- Y\_\_\_ N\_\_\_ Unit shall have a maximum height to the top of the canopy of 9'- 3" with standard tires.
- Y\_\_\_ N\_\_\_ Unit shall have a maximum overall transport height of 12'- 1" with standard tires.
- Y\_\_\_ N\_\_\_ Unit shall have a maximum wheelbase of 7'-3".
- Y\_\_\_ N\_\_\_ Unit shall have a maximum width of 8' 0" with a general purpose bucket.
- Y\_\_\_ N\_\_\_ A selector switch should be provided in the console allowing the operator to choose either 2 WD or 4 WD operations.

### **ENGINE**

- Y\_\_\_ N\_\_\_ Engine should be protected to a minimum -34 degrees F.
- Y\_\_\_ N\_\_\_ Engine cooling fan shall have a heavy-duty guard that fully prevents human contact while in operation.
- Y\_\_\_ N\_\_\_ Radiator should have a heavy-duty guard to resist continued impact at low speeds.
- Y\_\_\_ N\_\_\_ Engine shall be equipped with an alternator that has a charging capacity of minimum 90 amperes.
- Y\_\_\_ N\_\_\_ Engine shall be equipped with a minimum of one maintenance-free 860 CCA battery, with the option for two such batteries.

- Y\_\_\_ N\_\_\_ Engine shall be equipped with a 12-volt direct-electric starting and charging system.
- Y\_\_\_ N\_\_\_ Engine shall have a combined replaceable air cleaner / air service indicator to monitor air filter condition.
- Y\_\_\_ N\_\_\_ Engine shall have variable-speed, hand and foot governor controls.
- Y\_\_\_ N\_\_\_ Engine shall come standard with glow plug starting aid for cold weather operation without using ether.
- Y\_\_\_ N\_\_\_ Net peak torque at 1400 rpm should be not less than 300 ft-lb.
- Y\_\_\_ N\_\_\_ Machine shall be Tier III compliant.

### **POWERTRAIN / TRANSMISSION**

- Y\_\_\_ N\_\_\_ 4WD should be pendulum mounted, grease-free with sealed for life kingpins, able to be engaged "on-the-go" while under load or any operating condition.
- Y\_\_\_ N\_\_\_ Unit should be able to change direction and travel speed on-the-go.
- Y\_\_\_ N\_\_\_ Forward/reverse shuttle should be a contactless unit for reliability.
- Y\_\_\_ N\_\_\_ Units should be equipped with a transmission disconnect button on the gear shifter and loader control to allow full engine power to the loader.
- Y\_\_\_ N\_\_\_ Transmission should have an electric, neutral lock switch on the front console.
- Y\_\_\_ N\_\_\_ Unit should have a high gear speed of no less than 22 mph.
- Y\_\_\_ N\_\_\_ The automatically shifting transmission should have a manual override switch to allow the operator full control over the gear selection.

### **STEERING**

- Y\_\_\_ N\_\_\_ Machine shall have hydrostatic steering.

### **BRAKES**

- Y\_\_\_ N\_\_\_ Brake mode selector switch should allow 2WD travel with 4WD automatically engaged for braking.
- Y\_\_\_ N\_\_\_ Parking/secondary brakes should be independent of the service brake system, allow operator complete control for a modulated stop, and shall be mechanically applied and adjusted from the cab without the need for tools.
- Y\_\_\_ N\_\_\_ Foot-operated brake pedals should be able to be interlocked for road operations.
- Y\_\_\_ N\_\_\_ Service brakes should be boosted for low pedal efforts.
- Y\_\_\_ N\_\_\_ Service brakes should be fully self-adjusting.

### **HYDRAULIC SYSTEM**

- Y\_\_\_ N\_\_\_ Machine should be able to reach maximum lift capacity at any engine speed.
- Y\_\_\_ N\_\_\_ Hydraulic pump pressure should be at least 3,500 psi for the backhoe and at least 3,200 psi for the loader
- Y\_\_\_ N\_\_\_ Hydraulic hoses shall be protected, and not vulnerable to puncture

### **AXLES**

- Y\_\_\_ N\_\_\_ Automatic four-wheel braking should be required on 4WD units, enabled by a switch on a console (or equal).
- Y\_\_\_ N\_\_\_ Rear axle should have differential lock with "on-the-go" engagement.

### **WHEELS**

- Y\_\_\_ N\_\_\_ Machine shall have 2 WD with option for 4WD.

Y\_\_\_ N\_\_\_ Tires on machine shall be 12 ply 12.5/80-18, rear 12 ply, 19.5L-24, 4 WD machine

### **OPERATORS STATION**

- Y\_\_\_ N\_\_\_ Operator shall have complete control to disable, or lock, the backhoe Pilot Controls with a single switch on the console (or an approved equal).
- Y\_\_\_ N\_\_\_ The backhoe Pilot Controls locking switch shall always indicate the correct state of the controls, "locked" or "unlocked," and be lighted when "locked".
- Y\_\_\_ N\_\_\_ Machine shall come standard with horn, audible back up alarm and electric fuel system shut off.
- Y\_\_\_ N\_\_\_ Side instruments shall include tachometer, fuel gauge, transmission/converter oil temperature gauge and coolant temperature gauge.
- Y\_\_\_ N\_\_\_ Unit shall have a lighted instrument panel located so that it is visible from both loader and backhoe operating positions (or equal).
- Y\_\_\_ N\_\_\_ Unit shall include 2 front and 2 rear roading lights.
- Y\_\_\_ N\_\_\_ Machine shall have stop and turn signals with flashing hazard lamps visible from front and rear.
- Y\_\_\_ N\_\_\_ In addition to head and tail lights, the machine shall include 2 front and 2 rear halogen work lights actuated by separate switches.
- Y\_\_\_ N\_\_\_ Electric auxiliary socket shall be available on roof for connection to items such as a rotating beacon.
- Y\_\_\_ N\_\_\_ A switch, accessible to the operator from the seat, shall control the auxiliary socket, primarily used for beacon operation.
- Y\_\_\_ N\_\_\_ OSHA approved ROPS/FOPS shall be included
- Y\_\_\_ N\_\_\_ Air-suspension seat shall come with a vertical adjustment and adjustable flip-up armrests.
- Y\_\_\_ N\_\_\_ Operator's compartment shall come equipped with a standard air suspension seat that can be adjusted in the fore/aft position and has a lever that controls the release for rotation at 180 degree swivel from anywhere on a sliding track mechanism(or an approved equal).
- Y\_\_\_ N\_\_\_ Equipped with the standard steering wheel, the seat shall be able to swivel 180 degrees in a single motion without contacting the steering wheel or pilot control pods.
- Y\_\_\_ N\_\_\_ Hour meter shall be functional with key in off position and visible from ground level(or equal).
- Y\_\_\_ N\_\_\_ Stabilizer controls shall be pilot operated and conveniently located.
- Y\_\_\_ N\_\_\_ Tilt steering wheel shall be standard for operator comfort.
- Y\_\_\_ N\_\_\_ Steering wheel shall come with a standard spinner knob.
- Y\_\_\_ N\_\_\_ An optional, lockable, vandalism cover will be available which protects the instrument gauges, key switch and electrical switches on the right console.

### **LOADER AND BACKHOE**

- Y\_\_\_ N\_\_\_ Backhoe shall come standard with a curved boom for its ability to work in confined areas (or an approved equal).
- Y\_\_\_ N\_\_\_ Per SAE standards, rated bucket digging force shall be a minimum of 13,000 lb.
- Y\_\_\_ N\_\_\_ Backhoe reach, from the swing pivot, shall be no less than 18' 0" with a standard stick.
- Y\_\_\_ N\_\_\_ Backhoe should have a loading height of no less than 11' with a standard stick.
- Y\_\_\_ N\_\_\_ Backhoe bucket should have a minimum of 180 degrees of bucket rotation in one pin position.
- Y\_\_\_ N\_\_\_ Backhoe shall have a minimum cushioned swing arc of 180 degrees.



- Y\_\_\_ N\_\_\_ Per SAE J31, backhoe stick lifting ability at 8 ft should be no less than 5298 lb with a standard stick or retracted, extendible stick.
- Y\_\_\_ N\_\_\_ Extendable stick should have serrated edges to help clamp objects securely with bucket.
- Y\_\_\_ N\_\_\_ Extendable stick should be thumb-ready with thumb cylinder mounts and stops standard.
- Y\_\_\_ N\_\_\_ Extendible stick should be self-lubricating, adjusted with shims, and require no grease.
- Y\_\_\_ N\_\_\_ Extendible stick shall be installed on machine.
- Y\_\_\_ N\_\_\_ Backhoe shall be center-pivot type complete with hydraulic stabilizers.
- Y\_\_\_ N\_\_\_ Backhoe shall be equipped with a swing transport lock.
- Y\_\_\_ N\_\_\_ Backhoe shall be equipped with a boom lock that can be controlled from the seat.
- Y\_\_\_ N\_\_\_ Pattern changer shall be available for switching Backhoe and Excavator control patterns with an electric switch, located within the operator's station (or equal).
- Y\_\_\_ N\_\_\_ Backhoe controls shall be available as pilot operated joystick controls with a standard pattern changer for SAE excavator or ISO backhoe control patterns (or equal).
- Y\_\_\_ N\_\_\_ Backhoe shall be controlled with excavator style pilot operated joystick controls.
- Y\_\_\_ N\_\_\_ Loader bucket shall not roll back, and must not move under normal dig operations.
- Y\_\_\_ N\_\_\_ Loader shall have positive down pressure sufficient to lift tractor front end off level ground.
- Y\_\_\_ N\_\_\_ Conventional loader breakout force shall be no less than 10,200 lbs for any OEM bucket offered.
- Y\_\_\_ N\_\_\_ Conventional loader shall have a lift capacity of no less than 6400 lbs at full height with a general purpose bucket.
- Y\_\_\_ N\_\_\_ Bucket rollback at ground shall be a minimum of 40 degrees.
- Y\_\_\_ N\_\_\_ Bucket dump angle shall be a minimum of 43 degrees.
- Y\_\_\_ N\_\_\_ Loader shall be equipped with a return-to-dig mechanism.
- Y\_\_\_ N\_\_\_ Loader shall be equipped with a lift cylinder brace to mechanically hold the loader arms in the raised position.
- Y\_\_\_ N\_\_\_ Loader arms should be divergent, widening toward the bucket.
- Y\_\_\_ N\_\_\_ Loader bucket shall be suitable for general purpose with heavy-duty characteristics including high strength wear material in the leading edges of the lower side corners, equaling the material properties of the base cutting edge(or equal).
- Y\_\_\_ N\_\_\_ Loader bucket should have a 2-piece or 3-piece bolt-on cutting edge for serviceability.
- Y\_\_\_ N\_\_\_ Loader bucket shall be self-leveling for truck loading spoil and equipped with a bucket tilt indicator.
- Y\_\_\_ N\_\_\_ Auto-up stabilizer controls shall be available.
- Y\_\_\_ N\_\_\_ Stabilizers shall be pilot operated for low efforts and located on the side console for easy access whether facing front or rear (or equal).
- Y\_\_\_ N\_\_\_ Backhoe shall have stabilizer lock valves as standard equipment.
- Y\_\_\_ N\_\_\_ Flip over stabilizer pads shall have a dirt grouser.
- Y\_\_\_ N\_\_\_ Stabilizer spread in the operating position to the center of the pad should be at least 10'.
- Y\_\_\_ N\_\_\_ Stabilizers shall be able to lift the machine high enough to clear tires, on concrete with street pads.

## **WORK TOOL OPTIONS**

- Y\_\_\_ N\_\_\_ Buckets in varying widths and capacities shall be readily available.

- Y\_\_\_ N\_\_\_ Backhoe bucket shall be equipped with pin-on tooth tips that are exchanged whereby the pin retainers are diagonal or vertical, allowing them to be extracted or inserted with a hammer and punch only.
- Y\_\_\_ N\_\_\_ Backhoe thumb shall be available from the factory, with parts and service support from the OEM.
- Y\_\_\_ N\_\_\_ All dipper sticks should be made thumb-ready, allowing bolt-on installation of thumbs, cylinder, hydraulics and hardware without welding

### **SERVICEABILITY**

- Y\_\_\_ N\_\_\_ Engine oil, transmission oil, hydraulic oil, brake fluid, washer fluid, coolant, engine air filter, and engine air filter monitor should all be consolidated service points, accessible under the hood with loader arms down.

### **MINIMUM SERVICE FILL CAPACITIES**

- Y\_\_\_ N\_\_\_ Standard fuel tank capacity shall not be less than 34 gallons.

### **ADDITIONAL FEATURES**

- Y\_\_\_ N\_\_\_ Ride-Control shall be optional and will smooth the ride under all operating conditions..

- Y\_\_\_ N\_\_\_ Machine shall be equipped with an optional OEM anti-theft system, utilizing programmable key identification

The additional features will remain optional to the potential bidder. If your bid includes the option, mark "Y". If your bid does not include the option, mark " N"

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

---

## **SPECIAL CONSIDERATIONS**

### **AWARD OR REJECTION OF BIDS**

1. The Contract will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the 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.

### **COMPLIANCE**

1. All provisions and services will comply with all Federal, State and Local laws, ordinances, codes and regulations.
2. The awarded vendor will be responsible for insuring that all products meet specifications before delivery.
3. Awarded vendor will make no substitutions for bid items without prior written approval of the City of Fairhope.
4. All warranties to run concurrent with lease term.
5. Delivery will be made within twenty (20) days of execution of contract.
6. The awarded vendor will be responsible for insuring that equipment meets specifications before delivery.
7. Vendor to have repair facility housing parts and services within 50 mile radius of Fairhope, Alabama.

### **PACKAGING & DELIVERY**

1. F.O.B. City of Fairhope, prepaid & allowed, as directed.
2. Delivery will be received at time and place set by City of Fairhope representative.
3. At point of delivery, awarded vendor will present an itemized delivery ticket, referencing the bid number, to City of Fairhope receiving personnel for receiving.
4. Shortages, defective or damaged items will be rejected. The awarded vendor will replace such items within seventy- two (72) hours.

### **PAYMENT**

1. Invoices: The awarded vendor is to invoice the City of Fairhope monthly, or, as per terms established in the contract,
2. All invoices must reference appropriate bid number.
3. Payment of Invoice: All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.

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

**ACCEPTANCE OF AGREEMENT**

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

**ACCEPTANCE OF WORK**

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

**ADDENDA**

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

**ADDITIONAL ORDERS**

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

**APPLICABLE LAW**

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

**ASSIGNMENT**

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

**ASSURANCE OF NON-CONVICTION OF BRIBERY**

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

**AWARD CONSIDERATION**

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

compatibility as required, other costs, and other objective and accountable factors which are reasonable.

#### **AWARD OR REJECTION OF BIDS**

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

#### **BACK ORDERS**

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

#### **BID AND PERFORMANCE SECURITY**

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

#### **BRAND NAMES**

Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature or manufacturers specifications plus any

supplemental information necessary for comparison purposes should be submitted with the bid or the bid on that item may be rejected. Reference to literature submitted with a previous bid or on file with the Division of Purchasing will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. Bids without sufficient documentation to fully support equality, may be considered non-responsive.

Reference by the City of Fairhope in the ITB to available existing specifications shall be sufficient to make the terms of such specifications binding on the bidder. Unless the bidder specifies otherwise in its bid, it is understood the bidder is offering a referenced brand item as specified in the ITB or is bidding as specified when no brand is referenced. Failure to examine drawings, specifications and instructions will be at the bidder's risk.

#### **BUSINESS LICENSE**

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

#### **CANCELLATION OF / CONTRACT / AGREEMENT / PURCHASE ORDER / LEASE**

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

**CERTIFICATION PURSUANT TO ACT NO. 2006-557**

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

**Office of the Secretary of State**  
P.O. Box 5616  
Montgomery, AL 36103  
(334) 242-5324  
Fax: (334) 240-3138  
<http://www.sos.state.al.us/index.aspx>

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

**COST OF REMEDYING DEFECTS**

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

**DELIVERY OF BID**

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

**DELIVERY**

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

**ENVIRONMENTAL REQUIREMENTS**

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

- a) The identity of the hazardous material,
- b) Appropriate hazard warnings, and
- c) Name and address of the chemical manufacturer, importer, or other responsible party

**EQUIPMENT DEMONSTRATION**

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

**EQUIPMENT ELECTRICAL CERTIFICATION**

All electrical equipment purchased shall conform to, and be identified in, the applicable standard(s), or otherwise be certified as applicable, as of the bid opening date and time, by Underwriters Laboratories, Inc. or other recognized laboratory facility. Bidder must provide satisfactory documentation with returned bid that all such equipment meets the applicable product standard or has otherwise been certified as outlined above. Unless indicated in the bid document, the above certification shall apply to the equipment itself, not the individual components of that equipment.

**ERRORS IN BID**

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

**FORCE MAJEURE**

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

**HAZARDOUS AND TOXIC SUBSTANCES**

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

**INDEMNITY**

Indemnity: The awarded vendor hereby agrees to indemnify and save harmless the City of Fairhope, its officers, agent, and

employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorneys fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Contract / Agreement / Purchase Order, to the extent caused by a negligent act or omission of the awarded vendor, their agents, servants, employees, Subcontractors, or others associated with the awarded vendor. The awarded vendor shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, only to the extent that the damage or injury is caused by a negligent act or omission of the awarded vendor, or caused by failure of the awarded vendor's supplied product to perform as specified.

**INSPECTION**

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

**INSPECTION OF PREMISES**

At reasonable times, the City may inspect those areas of the awarded vendor's place

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

#### **INSURANCE**

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

#### **INVITATION TO BID**

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

#### **INVOICING, DELIVERY, PACKAGING**

Invoices shall be prepared only after ordered materials have been delivered. All invoices must show the purchase order number. Unless otherwise specified in writing, vendors shall not ship any material without an authorized Purchase Order from the City of Fairhope Purchasing Department. All packages delivered must show the purchase order number. The awarded vendor will be required to furnish all materials, equipment and/or service called for at the bid price quoted. In the event the awarded vendor fails to deliver within a reasonable period of time, as determined by the City of Fairhope, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original awarded vendor will be back charged the difference between

the original contract price and the price the City of Fairhope has to pay as a result of the failure to perform by the original awarded vendor. All bids will remain firm for acceptance for 60 days from the date of bid opening. Prices shall be net F.O.B., Prepaid and Allow, City of Fairhope chosen site, Baldwin County, Al. The title and risk of loss of the goods will not pass to the City of Fairhope until receipt and acceptance takes place at the F.O.B. point.

#### **LABELING**

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

#### **LOSS OR DAMAGE IN TRANSIT**

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

#### **MANDATORY SITE VISIT**

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



will be determined by the City of Fairhope.

#### **MONITORING OF SERVICES**

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

#### **NONCONFORMING MERCHANDISE**

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

#### **NON-DISCRIMINATION**

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

#### **NON EXCLUSIVE**

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

#### **NOTIFICATION AND ACCIDENT REPORTS**

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

#### **PACKAGING**

All goods must be packaged in new packing containers. Packing that meets the requirements of common carriers is acceptable, unless otherwise required. A packing slip or invoice must accompany all shipments and must reference the purchase order number.

#### **PAYMENT**

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

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

All invoices must reference appropriate Purchase Order Numbers

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

#### **PAYMENT WITHHELD**

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

#### **RECEIPT BY CITY OF FAIRHOPE**

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

#### **SET-UP AND INSTALLATION**

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

#### **SPILL CLEAN UP**

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

#### **PRODUCT TESTING**

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

#### **PATENTS**

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

#### **PACKAGING**

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

#### **PERMITS LICENSES AND CERTIFICATES**

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

#### **PREPARATION OF BID**

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

#### **QUESTIONS / CONTACT**

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

#### **REJECTION OF BIDS**

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

#### **RIGHT TO AUDIT**

The awarded vendor shall maintain documentation of all work performed. The

awarded vendor shall make any and all documentation available to the City of Fairhope at all reasonable times, for inspections and audit by the City of Fairhope, during the entire term of the Contract / Agreement / Purchase Order and for a period of Four (4) years after the expiration of the Contract / Agreement / Purchase Order.

#### **SAMPLES**

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

#### **SAFETY MEASURES**

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

#### **SUBSTITUTIONS**

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

#### **TABULATION**

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

#### **TAXES**

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

#### **TERMINATION FOR CONVENIENCE**

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

#### **TERMINATION FOR DEFAULT**

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

#### **TERMINATION FOR NON-APPROPRIATION**

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

#### **TIME IS OF THE ESSENCE**

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

will ensure full completion thereof within reasonable time periods.

**TITLE**

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

**VENDOR LIST**

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

**WARRANTY** The awarded vendor expressly warrants that all articles, materials, and work offered shall conform to each and every specification, drawing, sample, or other

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

**BID PROPOSAL**  
**BID NO. 024-11**

**Backhoe Lease for Gas Department—4 yr lease/Purchase**

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

We propose to meet or exceed the above specifications at:

BID: Purchase Outright	TOTAL PURCHASE BID	\$ _____
BID: 48 month lease @		\$ _____
/month		
with purchase at end of lease using vendor supplied financing		\$ _____
	TOTAL LEASE PLUS PURCHASE BID	\$ _____

Makes & Models Being Bid :

---

---

---

**DELIVERY (ARO)** \_\_\_\_\_ **Days**

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.

Equipment Company \_\_\_\_\_

State of Incorporation \_\_\_\_\_

Company Representative \_\_\_\_\_  
(Signature)

Title \_\_\_\_\_

Company Representative \_\_\_\_\_  
(print)

Company Address \_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Federal ID Number \_\_\_\_\_

Foreign Vendor Alabama Registration Number, if applicable  
\_\_\_\_\_

Alabama State Contractor's License Number, if applicable  
\_\_\_\_\_

**THIS MUST BE NOTARIZED!**

**NOTARY FOR EQUIPMENT COMPANY**

STATE OF \_\_\_\_\_ }  
} ss:  
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 Notaries Seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_

Third Party Finance Company \_\_\_\_\_

State of Incorporation \_\_\_\_\_

Company Representative \_\_\_\_\_

(Signature)

Title \_\_\_\_\_

Company Representative \_\_\_\_\_

(print)

Company Address \_\_\_\_\_

Phone \_\_\_\_\_

\_\_\_\_\_

Fax \_\_\_\_\_

Federal ID Number \_\_\_\_\_

Foreign Vendor Alabama Registration Number, if applicable \_\_\_\_\_

Alabama State Contractor's License Number, if applicable \_\_\_\_\_

**NOTARY FOR THIRD PARTY FINANCE COMPANY**

STATE OF \_\_\_\_\_ }

} ss:

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 Notaries Seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_

**END OF BID RESPONSE FORM**