

## ITEM I INVITATION TO BID

### Bid No. 009-20 One (1) HDPE Trailer and One (1) Self-Loading Trailer

Sealed bids will be received, opened, and read aloud in public session for **Bid No. 009-20 One (1) HDPE Trailer and One (1) Self-Loading Trailer** for the **CITY OF FAIRHOPE, AL**, at **9:00 A.M. on Thursday, December 5, 2019**, at the Fairhope City Services and Utilities Building located at 555 S. Section St., Fairhope, Alabama.

Bid Specifications may be obtained from the Fairhope City Services and Utilities Building located at 555 S. Section St., Fairhope, Alabama located at 555 S. Section St., Fairhope, Alabama, Monday through Friday from 7:00 A.M. until 4:00 P.M., or downloaded from the City's website at [www.fairhopeal.gov](http://www.fairhopeal.gov).

Questions or comments pertaining to this bid must be presented in writing, sent as an e-mail to the attention of the Purchasing Manager, Dee Dee Brandt ([deedee.brandt@fairhopeal.gov](mailto:deedee.brandt@fairhopeal.gov)), seventy-two (72) hours prior to the bid opening or will be forever waived.

**There will be a NO pre-bid meeting.**

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 Bidder's Name and Number, Bidder's Name and Address, and opening time and date.** Each bid must be in a separate envelope. No responsibility will attach to the City of Fairhope for the premature opening of a bid not properly addressed or identified. 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 company that is awarded the bid must have Workman's Compensation Insurance on all of its employees if work is done on City premises. General Liability Insurance must be maintained to hold the City harmless in the event of an accident. Awarded Vendor must submit to the City, Proof of Workman's Compensation Insurance if work is done on City premises and General Liability Insurance specifying coverage. See bid packet for details.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General CONTRACTORS, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, the contracted provider, if non-resident of the State, and if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama <http://sos.alabama.gov/business-entities>. Bidder must have a **current business license or purchase a business license with the City of Fairhope prior to work performed.** No bids shall be withdrawn for the period of thirty (30) days subsequent to the opening of proposals without the consent of the City of Fairhope, Baldwin County, Alabama. Once completed, a tabulation of the responsive and responsible bids will be available for public viewing on the City of Fairhope's website, [www.fairhopeal.gov](http://www.fairhopeal.gov).

Dee Dee Brandt  
Purchasing Manager

**INVITATION TO BID**

## Bid No. 009-20 One (1) HDPE Trailer and One (1) Self-Loading Trailer

**REQUEST FOR PROPOSAL DATE:** November 21, 2019

**BID NAME AND BID No.:** **Bid No. 009-20 One (1) HDPE Trailer and One (1) Self-Loading Trailer**

**NON-MANDATORY PRE-BID MEETING DATE:** N/A

**PLACE OF BID OPENINGS:** Fairhope City Services and Utilities Building,  
555 S. Section St., Fairhope, AL

**QUESTIONS MUST BE SUBMITTED BY:** December 2, 2019 at 9:00 A.M. (Central)

**BID MUST BE PUBLICLY OPENED:** **December 5, 2019 at 9:00 A.M. (Central)**

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 Bidder’s Name and Number, Bidder’s Name and Address, and opening time and date.** Each bid must be in a separate envelope. No responsibility will attach to the City of Fairhope for the premature opening of a bid not properly addressed or identified. Bids made out in pencil will not be accepted. Failure to observe the instructions contained herein will constitute grounds for rejection of your bid.

Sealed bids will be received until the above time and date at which time they will be opened as soon thereafter as practicable.

Sealed bids must be mailed to one of the following addresses:

**U.S. Postal Service**

City of Fairhope  
Attn: Dee Dee Brandt, Purchasing Manager  
P.O. Drawer 429  
Fairhope, AL 36533

**Courier (UPS, FedEx, etc.); hand delivered**

City of Fairhope  
Attn: Dee Dee Brandt, Purchasing Manager  
555 S. Section St.  
Fairhope, AL 36532

Be advised that overnight delivery by express or courier to Fairhope is not guaranteed. **Faxed or e-mailed bids will not be accepted.**

Questions or comments pertaining to this ITB must be sent to the Purchasing Manager, Dee Dee Brandt ([deedee.brandt@fairhopeal.gov](mailto:deedee.brandt@fairhopeal.gov)), seventy-two (72) hours prior to the ITB opening or will be forever waived.

## ITEM II INSTRUCTIONS TO BIDDERS

### 1.0 GENERAL REQUIREMENTS

- 1.1 All bid components will comply with all Federal, State, and Local laws, ordinances, codes, and regulations.
- 1.2 The awarded vendor will be responsible for ensuring that all items meet specifications before delivery.
- 1.3 Awarded vendor will make no substitutions for bid items without prior written approval of the City of Fairhope Purchasing Department.
- 1.4 All Addenda are part of the bid documents. Include resultant costs in the Bid. Addenda will be issued by posting to the City of Fairhope website: [www.fairhopeal.gov](http://www.fairhopeal.gov), and posted on the Fairhope City Services and Utilities Building bulletin board located at 555 S. Section St., Fairhope, AL. It is the responsibility of the bidder to obtain any addenda and verify that all addenda have been received.
- 1.5 The bid documents are the ITB, Drawings (as required), Addenda, and all other related documents bearing the Bid Name and Bid Number. Bidders shall use complete sets of bid documents in preparing their Bids. The City will not assume responsibility for errors or misinterpretation resulting from the use of incomplete sets of Construction Documents.
- 1.6 Signed resolution disposition is required before issuance of purchase order.

### 2.0 PROPOSAL SUBMISSION AND PREPARATION

- 2.1 Sealed bids, signed, executed, and dated will be received by the City of Fairhope as noted herein. The bid shall be enclosed in a sealed opaque envelope approximately 9X12 inches or larger, clearly identified on the outside as a **SEALED BID with Bidder's Name and Number, Bidder's Name and Address, and opening time and date**. When sent by mail, or courier service, the sealed envelope containing the proposal, marked as indicated above, shall be enclosed in another envelope for mailing.
- 2.2 Forms furnished, or copies thereof, shall be used in strict compliance with the requirements of the Bid, these instructions, and the instructions printed on the forms as necessary. Special care should be exercised in the preparation of bids. All designations and prices shall be fully and clearly set forth.
- 2.3 Fill in all blanks on the Bid Form with non-erasable ink or type. Erasers or other changes must be explained or noted over the signature of the bidder.
- 2.4 Each bid must give the full business address of the bidder and must be signed by him / her with his / her usual signature. Bids by partnerships must furnish the full names of all 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 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 who affixes to this signature the word "president", "secretary", "agent", or other designation without disclosing his principal, may be held to be the proposal 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.

- 2.5 Bids may be withdrawn by written or telegraphic request received from the bidder prior to the time fixed for opening. No bid shall be withdrawn for a period of THIRTY (30) days subsequent to the opening of bid without the consent of the City Council of the City of Fairhope.
- 2.6 The bidder agrees to deliver materials within the time stated in the Bid Response form and Invitation to Bid.
- 2.7 Compliance with or variations from the specifications must be noted as to each item on the Specification Sheet. This requirement must be met even though the Purchasing Manager may alter the specifications in the form of an addendum to accommodate variances. A request for a change in the specifications to accommodate a variation must be called to the attention of the Purchasing Manager at least seventy-two (72) hours before the bid opening date. All requests for such changes will be considered and the merits weighed. Only those changes in specifications deemed to be in the best interest of the City will be made. In the event of a change in specifications, an addendum will be supplied to bidders. Exceptions may be accepted if they are minor, equal, or superior to that which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The exceptions shall refer to the specification page and paragraph number. The City shall determine which (if any) exceptions are acceptable and this determination shall be final.

### **3.0 ERRORS / REJECTION OF PROPOSAL**

- 3.1 Bids that contain irregularities of any kind may be declared unacceptable at the discretion of the City. The City may waive any minor irregularities and may reject any or all proposals. Bids received after the deadline will be returned to the proposer unopened.
- 3.2 Bidders 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 bidder's own risk. In case of error, in the extension of prices the unit price will govern.
- 3.3 If there is any reason for believing that collusion exists among the bidders, any or all bids may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the City.

### **4.0 AWARD OF BID**

- 4.1 The bid will be awarded to the lowest responsive and responsible bidder complying with conditions of the invitation to bid, provided his bid is reasonable and it is in the best 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

- 4.2 The City of Fairhope **Purchasing Department will issue Purchase Order(s)** to the awarded vendor for bid items as needed, on a per each basis, not case quantities.
- 4.3 If awarded vendor fails to fill Purchase Order(s) or deliver on time, the City of Fairhope reserves the option to procure needed, comparable items from any source, and bill the awarded vendor for associated expenses generated by such failure.

## **5.0 PACKAGING AND DELIVERY**

- 5.1 Deliver bid items to the Fairhope City Services and Utilities Building located at 555 S. Section St., Fairhope, AL 36532 or other designated city site, maintaining product in proper state, undamaged.
- 5.2 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.
- 5.3 F.O.B. City of Fairhope, as directed.
- 5.4 Shortages, defective or damaged items will be rejected. The awarded vendor will replace such items within ten (10) working days.
- 5.5 If applicable, all titles, fees, as well as other charges, are to be paid by awarded vendor. Awarded vendor is to furnish prepaid certificate of title in the name of the City of Fairhope, Title shall change upon acceptance of delivery at the Owner approved delivery location.
- 5.6 The bidder shall give the City at least 24 hours' notice (weekends and holidays excluded) prior to delivery on site.

## **6.0 PAYMENT**

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

City of Fairhope  
Accounts Payable Department  
P.O. Drawer 429  
Fairhope, AL 36533  
[ap@fairhopeal.gov](mailto:ap@fairhopeal.gov)

- 6.2 All invoices must reference appropriate Purchase Order Number(s).
- 6.3 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.

**ITEM III  
INSURANCE REQUIREMENTS**

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

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.

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

**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

**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.

**Maritime Endorsement (Jones Act)**

Endorsement required if contract involves the use of a Vessel. Or includes 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

**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.

**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.

**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.

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

## ITEM IV SCOPE OF WORK AND SPECIFICATIONS

### 1.0 SCOPE

The City of Fairhope is seeking bids for one (1) HDPE Trailer and One (1) Self-Loading Trailer for the Electric Department.

It is preferable to the City of Fairhope to award the bid to a single bidder based on lowest bid total, but the City reserves the right to split the award of each trailer among two (2) bidders based on lowest unit pricing if it is determined to be in the best interest of the City.

The City of Fairhope is not guaranteeing any procurement quantity.

### 2.0 SPECIFICATIONS

The awarded vendor agrees to meet or exceed the specifications set forth in this section.

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.

For each specification noted below, please place an **X** in the appropriate space (Comply – Yes; No) to signify whether or not you are in complete compliance with the specification. Failure to follow the format or answer the specification may cause your bid to be disqualified. If you need extra space to describe your product, please attach extra sheets. When doing this, be sure your description references the appropriate specification item number.

#### 2.1 ONE (1) HDPE TRAILER

Item #	Specification	Comply	
		Yes	No
1	<b>Capacity</b> 6600 lbs	<input type="checkbox"/>	<input type="checkbox"/>
2	<b>Axle</b> 7000 lbs	<input type="checkbox"/>	<input type="checkbox"/>
3	<b>GVWR</b> 8200 lbs	<input type="checkbox"/>	<input type="checkbox"/>
4	<b>Reel Size</b> 72" Dia x 56"W	<input type="checkbox"/>	<input type="checkbox"/>
5	<b>Brakes</b> 12" x 2", high performance	<input type="checkbox"/>	<input type="checkbox"/>
6	<b>Tires</b> 235/80R16, LR E	<input type="checkbox"/>	<input type="checkbox"/>



7	<b>Dimensions</b>	11'L x 94"W (approx)		
9	<b>Suspension</b>	TORFLEX		
10	<b>Rims</b>	6.00 x 16.0 Disc		
11	<b>Construction</b>	4" x 6" Bent tubing mainframe w/tubing cross stringers and longitudinal reinforcement tongue area. 2 lashing hooks at trailer side		
12	<b>Fenders</b>	12 Gauge tread plate w/1" lip return and mud flaps. Heavy duty #4 expanded metal catwalk front of undercarriage.		
13	<b>Registration</b>	High-impact resistant XENOY construction provides protection from U UV and weather-related degradation. Includes gasket, water shield & poly bag Heavy duty cast aluminum w/stainless steel document retainer and hardware.		
14	<b>Chocks</b>	(2) Galvanized all weather #8500 w/Gripstrut design and bolt-on, cast chock-holders(2) All Weather Galvanized Wheel Chocks w/Almag Holders		
15	<b>Fasteners</b>	Bolts under 1/2": Stainless Steel; Bolts 1/2" and above: Zinc-plated GRADE 8 Locknuts used exclusively. Below 1/2" - stainless, 1/2" and above - Grade 8		
16	<b>Front Jack</b>	(Model # 8810) or equivalent Model #8810 EZ-UP Sidewinding Jack with heavy-duty cast-bronze travel swivel. 8"x2" caster with mold-on polyurethane tread, mechanically bonded to an aluminum core. 28" travel, 1650 lbs capacity		
17	<b>Galvanized Pintle Eye w/Hitch Extension</b>	Galvanized 3" I.D. 60,000 lbs-capacity pintle eye is attached to our 11" reversible hitch extension, which is adjustable to 6 different positions to properly match your towing vehicles. Hitch extension made from hot-dipped galvanized cast-steel. Pintle eye and hitch extensions installed with grade 8 fasteners.		
18	<b>3/8" Safety Chain</b>	Zinc plated, grade-70 3/8" chain rated at 26,400 lbs breaking strength extending 23" beyond pintle eye. Zinc plated, grade-70 clevis hook w/safety latch rated at 26,400 lbs breaking strength. Assembly connected via 3"x3"x3/8" wall tubing continuously welded to trailer frame w/inverted crucifix and 3/4"-10 grade-8 fastener w/SAE high strength washer and lock nut securing chain in crucifix.		
<b>TENSIONING BRAKES</b>				
19	<b>Hardware</b>	16" Ventilated Aluminum-Bronze disc w/stainless steel and Almag mechanical tensioning adjustment assembly. Adjustment wheel equipped w/fine threads. 3000 ft-lbs torque delivered by self-moderating rubber insert bushing. Disc/hub machined from one casting to ensure exact alignment. 5/16" Diameter chamfered clean out holes provided in radial pattern along both sides of disc. Magnesium-Bronze bolt-together housing w/free-axis MG-Bronze caliper and stainless pivot pins. RF-38 Non-asbestos brake material w/48 sq-in combined pad area. Knurled pad holder surface to maximize coefficient of friction between pad and holder casting.		

20	<b>Engagement</b>	Bronze slide engagement/disengagement allows reel to be loaded and unloaded without connection to braking unit. Over center cam-type handle provides easy actuation method.	_____	_____
21	<b>Reel Bar</b>	2 1/4" 8000 lbs galvanized reel bar w/Aluminum-Bronze positioning collar w/lifting hook. Cast steel power arm w/lifting hook disengages from brake w/o disturbing tension setting. Dove-tail connection between brake and reel bar w/Magnesium-Bronze reel bar saddles. Self-retaining bronze latch pin locks reel bar in saddle.	_____	_____
22	<b>Performance</b>	Capable of tensioning 5000' of wire at full braking torque up to 18 RPM. Operating ambient temperature range of -20 to +105 degrees Fahrenheit. Rotor and pad surface to withstand temperature up to 525 degrees Fahrenheit. Average pad life at 50% of maximum torque and speed is 4500 revolutions - approximately 10 miles w/48" diameter reel.	_____	_____
23	<b>Wheel Nut Indicators</b>	Wheel nuts torqued to manufacturer specifications, and then fitted with high-visibility wheel nut indicators. The indicators are fitted in a uniform pattern, so when a wheel nut has loosened, the indicator will become out of sequence. The wheel nut indicators are also heat sensitive. If there is a binding brake or seized bearing, the heat is transferred through the stud and nut. If this temperature exceeds 120° C (248° F), the indicator will start to blister around the circumference and eventually start to distort. Pre-flight walkaround checks now can include wheel nut checks	_____	_____
24	<b>LED Lighting &amp; Electrical</b>	LED sealed beam wiring system with stop/turn/tail lights recessed in a structural tubing bumper to meet FMVSS 108 ensure long life of these signaling lights. Automotive-grade wiring harness features SAE bullet-style connectors at each light, ensure easy replaceability of individual lights. SAE 7-way socket protected top sides and back with almag housing. Sealed breakaway with charging circuit and LED battery condition indicator with 450 C.C.A. maintenance-free battery. Recessed ABS license plate housing with integrated lamp provide very high protection of both the license plate and its illumination	_____	_____
25	<b>Solar Power</b>	Model 8854 4-watt solar charging system with completely non-ferrous construction. Almag cover with recessed polymer-encased solar panels. Aluminum treadplate base w/ rubber lining and rubber hood-style latch.	_____	_____
26	<b>Grounding Lug</b>	5/8" x 5" Aluminum bronze lug bolted to frame with bronze fasteners. 4 7/16"L x 5/8" Die shaft.	_____	_____
27	<b>Galvanized Finish</b>	Hot-dip galvanize entire trailer including galvanized wheel rims. undercarriage and all non-galvanized attachments grit blasted, primed and painted before assembly on trailer and installed w/ serviceable fasteners only. 10-year galvanized finish warranty.	_____	_____
28	<b>Conspicuity</b>	Unit striped with 2" alternating red and white reflective sheeting to meet DOT-C2-2" requirements.	_____	_____
29	<b>Warranty</b>	10 Year Structural, Parts & Labor on all Sauber Manufactured components. 3 Year total Parts & Labor Coverage. All warranty support provided directly from the Mfg. Co.	_____	_____

30	<b>Drawings</b>	Engineering drawings submitted with bid must show all trailer detail and will be approved prior to production. Bids submitted without drawings cannot be evaluated.	_____	_____
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## 2.2 ONE (1) SELF-LOADING TRAILER

Item #	Specification	Comply		
		Yes	No	
1	<b>Capacity</b>	6150 lbs	_____	_____
2	<b>Reel Size</b>	82" Diameter x 48" Width	_____	_____
3	<b>Dimensions</b>	12'L x 96" W	_____	_____
4	<b>Axle</b>	7000 lbs	_____	_____
5	<b>Brakes</b>	12" x 2" High Performance	_____	_____
6	<b>Suspension</b>	TORFLEX	_____	_____
7	<b>GVWR</b>	7950 lbs	_____	_____
8	<b>Tires</b>	235/80R16. LR E	_____	_____
9	<b>Rims</b>	6.00 x 16.0 Disc	_____	_____
10	<b>Construction</b>	3" x 4" Bent tubing mainframe w/ tubing cross stringers and longitudinal reinforcement tongue area. Heavy Duty 10 perforated lined towing area	_____	_____
11	<b>Loading</b>	Dual 2.5" bore cylinders w/ power provided by a 2 HP 12VDC heavy duty pump/motor and 8-quart poly hydraulic tank. Remote pendant and 15' quick connector cable provide loading/unloading with high work visibility. 600 CCA deep cycle battery w/ 10A on-board battery charger and 8W solar battery charging. 14 Gauge stainless steel lockable box w/ top opening lid w/ stainless steel paddle latch. Dual safety latch activated from right side trailer to retain loading arms during travel	_____	_____
12	<b>Pivot Points</b>	All cylinder and linkage pivot points utilize stainless steel pins with oil impregnated bronze bearing sleeves.	_____	_____
13	<b>Fenders</b>	12-gauge treadplate with 1"lip return and mud flaps. Heavy duty #4 expanded metal catwalks at front and rear undercarriage	_____	_____
14	<b>Fasteners</b>	Bolts under 1/2": stainless Steel; Above 1/2": zinc-plated Grade 8; lock nuts used exclusively	_____	_____
15	<b>Front Jack</b>	(Model # 8810) or equivalent. Model #8810 EZ-UP Sidewinding Jack with heavy-duty cast-bronze travel swivel. 8"x2" caster with mold-on polyurethane tread mechanically bonded to an aluminum core. 28" travel, 1650 lbs capacity	_____	_____
16	<b>Stabilizers</b>	(2) #8810-01 Sidewinding jacks w/galvanized drop leg w/assist handle--7000 lbs cap	_____	_____

17	<b>Galvanized Pintle Eye and Hitch Extension</b>	A galvanized 3" I.D., 60,000 lbs-capacity pintle eye is attached to our 11" reversible hitch extension, which is adjustable to 6 different positions to properly match your towing vehicles. Industry-leading hitch extension is made from hot-dipped galvanized cast-steel. Both the pintle eye and hitch extension are installed with grade-8 fasteners.	_____	_____
18	<b>3/8" Safety Chain</b>	Zinc-plated, grade-70 3/8" chain rated at 26,400 lbs breaking strength extends 23" beyond pintle eye. Zinc-plated, grade-70 clevis hook with safety latch rated at 26,400 lbs breaking strength. Assembly connected via 3"x3"x3/8" wall tubing continuously welded to trailer frame with inverted crucifix and 3/4"-10 grade-8 fastener with SAE high-strength washer and lock nut securing chain in crucifix.	_____	_____
19	<b>Reel Bar</b>	2 1/4" Galvanized reel bar w/ retainer sleeves on end only (2) AL-Bronze positioning collars w/ lifting hooks. Self-retaining bronze latch pin (U.S. Patent # 5,228,656) locks reel bar in saddle.	_____	_____
20	<b>LED Lighting &amp; Electrical</b>	LED sealed beam wiring system with stop / turn/ tail lights recessed in a structural tubing bumper to meet FMVSS 108 ensure long life of these signaling lights. Automotive-grade wiring harness features SAE bullet-style connectors at each light, ensure easy replaceability of individual lights. SAE 7-way socket protected top sides and back with almag housing. Sealed breakaway with charging circuit and LED battery condition indicator with 450 C.C.A. maintenance-free battery. Recessed ABS license plate housing with integrated lamp provide very high protection of both the license plate and its illumination.	_____	_____
21	<b>Wheel Nut Indicators</b>	Wheel nuts are torqued to manufacturer specifications, and are then fitted with high-visibility wheel nut indicators. The indicators are fitted in a uniform pattern, so when a wheel nut has loosened, the indicator will become out of sequence. The wheel nut indicators are also heat sensitive. If there is a binding brake or seized bearing, the heat is transferred through the stud and nut. If this temperature exceeds 120° C (248° F), the indicator will start to blister around the circumference and eventually start to distort. Pre-flight walkaround checks now can include wheel nut checks	_____	_____
22	<b>Solar Power</b>	Model 8854 4-watt solar charging system (OR EQUIVALENT) with completely non-ferrous construction. Almag cover with recessed polymer-encased solar panels. Aluminum treadplate base w/ rubber lining and rubber hood-style latch	_____	_____
23	<b>Chocks</b>	(2) Galvanized All Weather # 8500 w/ gripstrut design and bolt-on, cast chock-holders	_____	_____
24	<b>Galvanized Finish</b>	Hot-dip galvanize entire trailer including galvanized wheel rims. Undercarriage and all non-galvanized attachments grit blasted, primed and painted before assembly on trailer and installed w/ serviceable fasteners only. 10-year galvanized finish warranty	_____	_____
25	<b>Conspicuity</b>	Unit striped with 2" alternating red and white reflective sheeting to meet DOT-C2-2" requirements.	_____	_____

26	<b>Warranty</b>	A 10-year, comprehensive, trailer and truck platform warranty. 10-Year Structural, parts & labor on all components. 10-Year Galvanized finish warranty. 3-Year Total parts & labor coverage. All warranty support provided directly from Mfg. Co.	_____	_____
27	<b>Drawings</b>	Solid model engineering drawings submitted with bid must include trailer detail and will be approved prior to production. Bids submitted without solid model drawings cannot be evaluated	_____	_____

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**ITEM V  
BID RESPONSE FORM**

Date: \_\_\_\_\_

**Bid No. 009-20 One (1) HDPE Trailer and One (1) Self-Loading Trailer**

Base bid will include all necessary accessories, materials, equipment, shipping, overhead, profit, insurance and all other costs necessary to provide the material outlined within the scope of work.

The owner agrees to provide the following materials: NONE

The City of Fairhope does not guarantee that the City will procure any set quantities. It is preferable to the City of Fairhope to award the bid to a single bidder based on lowest bid total, but the City reserves the right to split the award of each trailer among two (2) bidders based on lowest unit pricing if it is determined to be in the best interest of the City.

The Bid Response Form (ITEM V) and Compliance Form (ITEM IV, Sections 2.1, 2.2) must be filled out completely and returned with your bid.

**ONE (1) HDPE TRAILER**

Unit Price: \$ \_\_\_\_\_

Delivery (ARO): \$ \_\_\_\_\_

**ONE (1) SELF-LOADING TRAILER**

Unit Price: \$ \_\_\_\_\_

Delivery (ARO): \$ \_\_\_\_\_

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

<u>ADDENDUM NO</u>	<u>DATE ISSUED</u>	<u>ADDENDUM NO.</u>	<u>DATE ISSUED</u>
_____	_____	_____	_____
_____	_____	_____	_____

Each proposal must give the full business address of the proposer and must be signed by him / her with his / her usual signature. Proposals 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. Proposals 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 proposal 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 proposer 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 Request for Proposal, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. as described in the bid documents and specifications. The undersigned also affirms he/she has not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

*Section 41-16-5, Code of Alabama 1975, requires that public contracts over \$15,000 include the following language:*

**By signing this Contract \_\_\_\_\_ represents and  
COMPANY NAME**

**agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade**

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**IF CORPORATION, PARTNERSHIP, OR JOINT VENTURE**

\_\_\_\_\_  
Name of Corporation, Partnership, or Joint Venture

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

Company Representative

\_\_\_\_\_  
Print Name of Representative Authorized to Sign  
Contracts for the firm

\_\_\_\_\_  
Position or Title

\_\_\_\_\_  
Signature of Representative Authorized to Sign  
Contracts for the firm

\_\_\_\_\_  
Print Name(s) of Others if a Partnership

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Primary E-mail Address

\_\_\_\_\_  
AL General Contractor License No. (Attach Copy, If Required)

---

AL General Contractor License Major Categories (If Required)

---

AL General Contractor Specialties (If Required)

---

AL Foreign Corporation Entity ID (Required of Out of State Vendors)

**NOTARY FOR INDIVIDUAL, PARTNERSHIP, CORPORATION, OR LLC**

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

I, the undersigned authority in and for said State and County, hereby certify that \_\_\_\_\_  
Name of Bid Signer

As \_\_\_\_\_ respectively \_\_\_\_\_  
Title Company Name

Whose name is signed in the foregoing document and who is known to me, acknowledged before me on this day, 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 \_\_\_\_\_, 2019

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_



**Business Organization**

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

Doing-Business-As Name of bidder: \_\_\_\_\_

Principal Office Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Form of Business Entity** [check one ("X")]

Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Individual \_\_\_\_\_

Joint Venture \_\_\_\_\_

Other describe): \_\_\_\_\_

**Corporation Statement**

If a corporation, answer the following:

Date of incorporation: \_\_\_\_\_

Location of incorporation: \_\_\_\_\_

The Corporation is held:

Publicly \_\_\_\_\_

Privately \_\_\_\_\_

**Partnership Statement**

If a partnership, answer the following:

Date of organization: \_\_\_\_\_

Location of organization: \_\_\_\_\_

The Corporation is held:

General \_\_\_\_\_

Limited \_\_\_\_\_

**Joint Venture Statement**

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_

Location of organization: \_\_\_\_\_

JV Agreement Recorded:

Yes \_\_\_\_\_

No \_\_\_\_\_

Primary Contact \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address \_\_\_\_\_

**ITEM VI**  
**CITY OF FAIRHOPE**  
**STANDARD TERMS & 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.fairhopeal.gov](http://www.fairhopeal.gov). 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:

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

## 20. EQUIPMENT DEMONSTRATION

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

## 21. EQUIPMENT ELECTRICAL CERTIFICATION

All electrical equipment purchased shall conform to, and be identified in, the applicable standard(s), or otherwise be certified as applicable, 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 attorney's fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Contract / Agreement / Purchase Order, to the extent caused by a negligent act or omission of the awarded vendor, their agents, servants, employees, Sub-contractors, 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 sub-contractors 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. NON-CONFORMING 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  
[ap@fairhopeal.gov](mailto:ap@fairhopeal.gov)

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.fairhopeal.gov](http://www.fairhopeal.gov). 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 VII

### ALABAMA IMMIGRATION ACT CONTRACT REQUIREMENTS

#### 1.0 Background

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

#### 2.0 Definition

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

**BUSINESS ENTITY.** Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. Business entity shall include but not be limited to the following:

- a. Self-employed individuals, business entities filling articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, an any business entity that is operating unlawfully without a business license.

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

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

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

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

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

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

**UNAUTHORIZED ALIEN.** An alien who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a (h) (3).

### 3.0 Mandatory Clause

All contracts or agreements to which the state, a political subdivision, or state-funded entity are a party shall include the following clause:

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

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

### 4.0 Contracts Involving Business Entity, or Employer

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

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

### 5.0 Contracts Involving Subcontracting

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

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