

INVITATION TO BID 031-20
"HVAC, PARTS AND SUPPLIES
(MISC.)"

City of Fairhope
Karin Wilson
Mayor

Jack Burrell
City Council

BID ANNOUNCEMENT

CITY OF FAIRHOPE

Sealed bids marked **Bid031-20HVAC, Parts and Supplies (Misc.)** will be received by the Purchasing Manager, 555 South Section Street, Fairhope, AL 36532. Bids will be **accepted until 2:00 P.M.** central time (standard or daylight savings time) on Wednesday, **August 26 2020.** Bids submitted after these dates and times will not be considered.

Bids will be publicly opened at 2:00 P.M. on Wednesday, August 26, 2020.

Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date. **Any submission modification(s) after the "Bid Opening Due Date" may not be considered.**

The City reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid.

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid., attachments, and explanations thereto submitted in response to this Bid except copyrighted material, shall become the property of the City of Fairhope regardless of the Consultant selected. Response to this solicitation does not constitute an agreement between the Bidder and the City.

The City is not responsible for delays occasioned by the U. S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the bidder. Similarly, the City is not responsible for, and will not open, any bid/proposal responses, which are received later than the date and time, indicated above. **LATE BIDS WILL REMAIN UNOPENED.**

PURPOSE

The purpose of this BID is to establish a contract for Miscellaneous HVAC, Parts and Supplies with the City of Fairhope.

AWARD

City of Fairhope shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of this bid.

AWARD USING LIFE CYCLE COST

The Awarding Authority, City Council of Fairhope, may use life cycle cost analysis for personal property purchases as provided by the Alabama Competitive Bid Law, Code of Alabama 1975, Section 41-16-57(c) and the Code of Alabama 1975, Section 16-13B- 7(c)(1)3. Act 2011-530, Acts of Alabama, amended Section 41-16-57(c) to allow for the use of life cycle cost for goods which are, or are to become fixtures.

BID ACCEPTANCE/REJECTION

The City reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid.

BID OPENING AND RESULTS

Bids are opened publicly in the **City Services and Utilities Building at 555 Section Street, Fairhope, AL.** Interested parties are invited to attend the bid opening. A tabulation of bids received will be available within a reasonable time after the bid opening.

NON-RESPONSIVE SUBMITTAL

Respondents that do not meet all requirements of this solicitation, or which fail to provide all required information, documents, or materials, may be rejected as non-responsive. Material requirements of the solicitation are those set forth as mandatory or without which an adequate analysis and comparison of Submittals are impossible, or those which affect the competitiveness of Submittals. Respondents whose submittals, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsive. The City of Fairhope reserves the right to determine which submittals meet the material requirements of the solicitation and which Respondents are responsive.

SPECIFICATIONS

Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, products, service, or equipment considered best adapted to the City's intended use. Proprietary specifications may be waived for functional equivalents offered, if authorized by requesting department.

TERM OF CONTRACT/ESCALATION CLAUSE

The City of Fairhope may offer a one (1) year contract with the option to renew for two (2) additional one year terms or a three (3) year contract. Any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. **Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. In the event of price increase for subsequent years, notification should be received 30 days prior to next contract year effective date. Any increases after the initial period should be mutually agreed by both parties.**

DETAILED SPECIFICATIONS

The purpose and intent of this Invitation to Bid is to establish a Contract for the procurement of Miscellaneous HVAC, Parts and Supplies with the City of Fairhope **through** a list of responsible Contractors for the purchase of HVAC parts and supplies using a catalog or manufacturer's discount approach. HVAC parts and supplies include, but are not limited to: actuators, bearings, blower wheels, compressors, compositors, contactors, copper fittings, drive shafts, dryers, fan blades, filters (water), Freon, pumps and housings, single phase motors ¼ to ¾ hp, starters, thermostats, three phase motors 1 hp to 250 hp with individual frame sizes and RPM's and transformers.

HVAC, PARTS & SUPPLIES

<u>CATEGORIES</u>	<u>DESCRIPTION</u>
Group 1	Expendables
Group 2	Compressors
Group 3	Controls
Group 4	Electrical Equipment
Group 5	Copper
Group 6	Refrigerant
Group 7	Chemical Cleaners
Group 8	Water Coils
Group 9	Steam Coils
Group 10	Special Orders (Items not normally kept in stock)
Group 11	A/C Condensing Units
Group 12	Refrigeration Condenser Units
Group 13	Unit Heaters
Group 14	Furnaces
Group 15	Package Units

***All Other Items Shall Be at A _____ % Off Manufacturers Suggested List Price**

The price for all products will be calculated on the basis of Cost (defined below) and include a fee, whether calculated as a margin, mark up for fee per unit." Cost" is defined as the cost of the product as shown on the invoice to Vendor or an affiliated entity of Vendor that is controlled directly or indirectly by vendor delivering the product (in either case, the "Operating Company"), if the price on such invoice is not a delivered price, Applicable Freight (defined below). The invoice used to determine Cost of a product will be an invoice issued to the delivering Operating Company from the seller of such product which may include suppliers, brokers, manufacturers, redistributors, consolidators, and Affiliates, or any other source of Products (collectively, "Supplier"). Suppliers (including other Affiliates) set invoice prices of Products sold to the delivering Operating Company and may include an amount that reflects Earned Income for Merchandising Services. Cost will not be reduced by Earned Income or cash discounts. *****Cost must include all freight, shipping and handling charges, and surcharges (do not submit PP/Add)**

INSTRUCTIONS TO BIDDERS

BID FORMS

Bid must be submitted on preprinted Bid Response Sheet supplied by the City of Fairhope Purchasing Department. **Note:** Vendor name must appear on the line provided at bottom of each bid sheet.

BIDDER OUALIFICATIONS:

Bids will be considered only from contractors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of materials requested herein. The bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City.

****A reseller who responds to this bid must provide a signed current letter from each manufacturer confirming:**

- I. The reseller must present evidence from mfg. stating they are authorized to sell their products.
2. The reseller is authorized to sell from the mfg. catalog of products.

****The City reserves the right to request verification of a reseller status or validation of the MSRP from the mfg.**

BIDDER REOUIREMENTS

Unless otherwise requested, the items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the bidder must repair and/or replace the unit without cost to The City with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the County.

- I. Vendors with Local service will be a requirement. Local service shall be defined as Baldwin and Mobile County, Alabama, within a fifty-mile radius. (Our preference is a location within 25-mile radius.)
2. Bidder must be licensed to do business in the State of Alabama. Documentation must accompany Bid Response.
3. Minimum of three (3) years' experience preferred in the business of providing HVAC parts & supplies.
4. Bidder must be financially stable, demonstrated and documented by a certified financial statement. **Bidder must provide a copy of last audited financial statement upon request.**
5. Bidder must provide a list of three (3) references where they have provided HVAC parts and service of same size and scope as listed herein located in the State of Alabama. Must include company name, address, contact name, position of contact person and telephone number.
6. Items are to be furnished on an as needed basis during the life of this contract.
7. Bidder is to provide exchange and refund policy.
8. Bidder must be able to provide supplies that are UL listed.
9. Provide an electronic USB with all core list items.
10. Provide a hard copy net prices of all catalog items showing manufacturer list price, selling price and percentage discounted from full linecatalog.
11. Include the number of items from full-line catalog to which your discount applies.
12. Discrepancies must be handled promptly (within 7-days on incorrect delivery and within 30-daysfor invoicing errors/problems.
13. Vendor must be able to quote on brand name listed or a quality product commensurate with the item specified. Substitutions must be approved by Dee Dee Brandt, Purchasing Department Manager.

14. Vendor must list the item number and manufacturer number of all items that are substituted.

15. Vendor must provide the percentage of mark-up for all vendor accessible inventory.

As part of the contract, the awarded Vendor must allow City of Fairhope access to an online catalog displaying ONLY the items from the Core List with the contract pricing.

16. Unit prices shall be firm for the initial annual term of contract. Prices must be firm for each annual period of the 3-year contract and must include transportation, freight, inside delivery, handling, packaging, and service charges and fuel surcharges. In the event of a general price reduction, the County will receive the benefit of such reduction on any undelivered portion of contract.

17. Unit price shown on purchase order and price on vendor's invoice must match in order to be processed for payment. Therefore, vendor must notify City of Fairhope Purchasing Department of pricing errors within eight hours of receipt of purchase order.

18. Vendor must, on a quarterly basis (minimum), monitor order history for City of Fairhope and submit to the Count a listing of duplicate items that have been ordered in different units of measure (i.e. each, dozen, package of 2, 4, 6, 8 or 12, etc.) then show the City the unit of measure or packaging that will produce the best value for the dollar.

19. Vendor must have a liberal return policy. Please include return policy in your response.

20. Vendor must furnish, within three (3) days, notification of discontinued products with recommendation for replacement item. Notification must include the complete description of the item, item/sku number, and any other pertinent information to assist the County with proper identification of commodity.

21. Vendor must be capable of furnishing, at no charge, catalogs as follows: complete product line catalog, custom catalog. (Core items only)

22. Order placement shall be via facsimile, Internet or 800 toll free numbers. If Internet ordering is provided, it must be real-time.

23. Vendor must have a 24-hour on call service

24. Able to provide a 2% early payment discount.

BIDDER RESPONSIBILITY

1. Vendor must be licensed to do business in Baldwin County, and Awarded vendor MUST obtain A City of Fairhope business license before beginning work.

2. Vendor must be registered through Vendor SelfService

3. Vendor must provide their DUNS (Data Universal Numbering System) number

4. Vendor must be excluded from SAMS (System for Award Management)

BIDDER REGISTRATION:

To become a registered vendor with the City of Fairhope Competitive vendor base, please visit our VSS (Vendor Self-Service) website at <https://mss.fairhopeal.gov/MSS/Vendors/Registration/Default.aspx> or by calling 251 938-8003. Our vendor registration system is designed to maximize your opportunity to participate in the City's purchasing program.

New Vendors

To create a vendor profile you may:

1. Go to the VSS website: <https://mss.fairhopeal.gov/MSS/Vendors/Registration/Default.aspx>
Click "Vendor Self Service", then "Registration"

2. It is very **Important** that you Complete the following steps:

a. **Enter** your Contact Info

b. **Complete** the New Vendor Registration: General Information

c. **Enter** a viable **email address** (where you want notifications to be sent) and **DUNS#** in the General Information section

d. **Verify/Save** the mailing address **and Enter** Remit Address

e. **Enter** Vendor additional Contacts

f. Select/ **Save ALL** Commodity Codes that apply to the goods and/or services you offer, as applicable - and-

g. **Upload** a current copy of your W-9 (signed and dated within 18 months of today's date,

preferably in the current year).

Existing Vendors

To update your vendor profile you may go to:

<https://mss.fairhopeal.gov/MSS/Vendors/Registration/Default.aspx>

BID SUBMITTAL DEADLINE AND INSTRUCTIONS

The Bid Submittal Deadline is Wednesday, **August 26, 2020**. Bid must be submitted in sealed envelopes/packaging and should be properly identified with the bid number and Bid Submittal Deadline:

1. All bids shall be sealed and clearly marked **BID 031 - 20, HVAC, PARTS AND SUPPLIES (MISC.)**.
2. The envelope or package containing the bid shall have the name of the Vendor, complete address, telephone number, and name of contact person. **ALL BIDS MUST ARRIVE IN THE PURCHASING DEPARTMENT, 555 S. Section Street, Fairhope, AL 36532 (08/26/2020) BY 2 PM, CST, Bids sent by electronic devices (i.e. • facsimile and e-mail) are not acceptable and will be rejected upon receipt.** Vendors will be expected to allow adequate time for delivery of their bid either by airfreight, postal service, or other means. It will be the sole responsibility of the Vendor to have the bid delivered to City of Fairhope Purchasing Department before the bid opening date and time.

The City is not responsible for delays occasioned by the U. S. Postal Service, the internal mail delivery system of the County, or any other means of delivery employed by the bidder. Similarly, the City is not responsible for, and will not open, any bid/proposal responses, which are received later than the date and time, indicated above. **LATE BIDS WILL BE DISQUALIFIED AND NOT OPENED.**

3. Vendor must have all proper "Required Forms"

BUSINESS LICENSE

In the event you receive a notification of Intent to Award letter, you will be required to provide your City business license within 10 days of receipt of Notice of Award. If you are not currently registered with City of Fairhope Revenue Department, and do not have a business account number, applications may be obtained by logging on to . <https://www.fairhopeal.gov/doing-business/business-license-sales-tax>

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENT

All organizations responding to solicitations must provide their ninedigit Data Universal Number System (DUNS) number on the signature page within this document. Submissions which do not include the organization's DUNS number may be deemed nonresponsive. DUNS numbers must be provided before an award can be made to facilitate System Award Management (SAM) certification e <https://www.sam.gov/portal/SAM/#1> Companies that do not have a DUNS number may visit <https://www.sba.gov/federal-contracting/contracting-guide/basic-requirements> for more information.

INTERPRETATIONS AND ADDENDA

No interpretation or modification made to any respondent as to the meaning of the ITB shall be binding on the City of Fairhope unless submitted in writing and distributed as an Addendum by the City of Fairhope Purchasing Department. Interpretations and/or clarifications shall be requested in writing and directed to **Dee Dee Brandt Purchasing Manager email: deedeeb@fairhopeal.gov) Verbal information obtained otherwise will not be considered in awarding of contract. All Addenda shall become part of the ITB.**

LICENSES/CERTIFICATES

City of Fairhope reserves the right to require documentation that each bidder is an established business and is abiding by the Ordinances, Regulation, and Laws of their community and the State of Alabama. If you are required by any regulatory agency to maintain professional license or certification to provide any product and/or service solicited under this ITB, the City reserves the right to require you to provide documentation of your current license and/or certification before considering your Bid and/or before awarding a contract.

TELEPHONE INQUIRIES - NOT ACCEPTED

Telephone inquiries with questions regarding clarification on any and all specifications of the ITB will not be accepted. All questions **must** be emailed to Dee Dee Brandt **via email at deedeeb@fairhopeal.gov** by **4:00 p.m. CST/DST on 08/21/2020**.

**SPECIAL PROVISIONS FOR
MATERIALS AND EQUIPMENT**

SPECIAL PROVISIONS FOR MATERIALS AND EQUIPMENT

AUTHORIZED DISTRIBUTOR

Successful Bidder must be an authorized distributor for the produce he offers, or with his bid he must submit documentation from an authorized distributor that he has purchased the specified product/equipment from that distributor and that the distributor will honor all of the manufacturer's warranties.

BRAND NAMES

Manufacturer's names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.

BRAND SUBSTITUTIONS

Bids will be considered for items complying substantially with specifications, provided deviations to the specifications are stated and items are described in detail. When offering alternate products, it is the responsibility of the bidder to indicate the brand names and model/catalog numbers, and to provide evidence of the equality for the items to be specified in the solicitation. Standard catalog sheets or technical data will not be accepted in lieu of this requirement. The City of Fairhope will be the sole judge of whether such alternates are equivalent to the items specified. The City of Fairhope reserves the right to waive immaterial variations in the specifications.

COMPLIANCE WITH OSHA

Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and the Bidder will indemnify and hold city of Fairhope harmless for any failure to so conform.

DELIVERY

Purchase orders will be issued as deliveries are required. Failure to deliver as specified and in accordance with the bid submitted, including promised delivery will constitute sufficient grounds for cancellation of the order at the option of the City. Subsequent City locations may be added based on the needs of the City.

DEMONSTRATION OF PRODUCT

If requested by the City, a demonstration of the item(s) offered may be required at no cost to the City. The time and place of demonstration will be determined by City of Fairhope. If the demonstration cannot be performed at a City facility, the demonstration must be performed within a 50-mile radius of City of Fairhope, AL. Bidders shall indicate on their bid the location of the demonstration site. Bids for item(s) that do not perform to the City's satisfaction during a demonstration will be declared non-responsive and will not be considered for award of bid.

F.O.B. POINT & SHIPPING CHARGES

F.O.B. Destination via best way.

MANUFACTURER & MODEL NUMBER

On Bid Sheet, **Bidder must state the manufacturer name and model number of each item proposed.**

NEW AND UNUSED

Unless specifically provided to the contrary, all materials and equipment shall be new and unused

and of the current production year. Bids that are received for other than the current production year or its items and materials that have been previously used will be rejected

PACKING/MARKING

Each container shall be plainly marked as to manufacturer, manufacturer's code, size, quantity of pack, and number of items per case, the name of the contractor and the number of the contract or purchase order. Packaging per case must be as indicated for ease of handling and delivery. If not available in packaging as listed, quote the closest industry standard packaging for that product.

PRODUCT EVALUATION

If requested by the City, bidder will arrange to demonstrate the table at no cost to the City. The time and place of demonstration will be determined by City of Fairhope. Said demonstration will be subject to guidelines established by the Purchasing Manager.

PROTECTION DAMAGE

Contractor will be responsible for any damage to property of the City or others caused by him, his employees or subcontractors, and will replace and make good such damage. The contractor will maintain adequate protection to prevent damage to his work and property of others and take all necessary precautions for the safety of his employees and others. The contractors will comply with all safety laws and regulations in effect in the locality.

QUANTITIES

Quantities shown are estimates and are not a guarantee to buy in the amount shown.

SAMPLES

For evaluation purposes, samples may be requested from any Bidder. Samples shall be provided at no charge unless Bidder indicates on bid the exact charge for samples. The City reserves the right to consume samples for testing purposes. The City may retain samples until delivery and acceptance of contracted items. Bidder shall remove samples at his expense within (30) days of request by the City.

TESTING

After delivery, random samples may be submitted to a commercial laboratory, or other inspection agency, for testing to determine if they conform to the specifications. In cases where tests indicate the samples do not meet specifications, the cost of the testing shall be borne the contractor. When tests indicate the materials do not meet specifications, the County reserves the right to cancel award and purchase the goods in the open market at the expense of the vendor.

WARRANTY.MANUFACTURER

Manufacturer shall fully warrant all materials and equipment furnished under the terms of this contract, against poor and inferior quality, for a period of not less than three (3) years from the date of final acceptance by the City. **Time is of the essence on this contract.** While under warranty, manufacturer shall repair or replace inoperable materials and equipment in a timely manner to minimize the disruption of City operations. A copy or description of the manufacturer's warranty shall accompany each bid for the item(s) proposed, detailing the scope and length of the warranty. Where the successful Bidder is also the manufacturer of the materials or equipment provided under this contract, the Manufacturer 's Warranty requirement will supersede the Successful Bidder Warranty requirement of this solicitation.

WARRANTY. SUCCESSFUL BIDDER

Successful Bidder shall fully warrant all materials and equipment furnished under the terms of this contract, against poor and inferior quality, for a period of not less than one (1) year from date of the final acceptance by the City. **Time is of the essence on this contract.** While under warranty, successful Bidder shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of County operations.

GENERAL TERMS AND CONDITIONS

**STANDARD TERMS AND CONDITIONS
CITY OF FAIRHOPE**

1. ACCEPTANCE OF AGREEMENT

This Agreement contains all terms and conditions agreed upon by the City 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 City. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the City 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. 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 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 5616Montgomery, AL 36103
(334) 242-5324
Fax: (334) 240-3138

The Foreign Corporation form is online at <http://sos.alabama.gov/business-entities>

16. COST OF REMEDIYING 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 attorneys fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Contract / Agreement / Purchase Order, to the extent caused by a negligent act or omission of the awarded vendor, their agents, servants, employees, Subcontractors, or others associated with the awarded vendor. The awarded vendor shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, only to the extent that the damage or injury is caused by a negligent act or omission of the awarded vendor, or caused by failure of the awarded vendor's supplied product to perform as specified.

26. INSPECTION

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

27. INSPECTION OF PREMISES

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

salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the Contract / Agreement / Purchase Order.

28. INSURANCE

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

29. INVITATION TO BID

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

30. INVOICING, DELIVERY, PACKAGING

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

31. LABELING

Individual shipping cartons shall be labeled with the name "City of Fairhope", Purchase Order Number, and where applicable, Contract Number, date of manufacture, batch number, storage requirements, conditions, and

recommended shelf life. Bidders are encouraged to offer product packaging with recycled content.

32. LOSS OR DAMAGE IN TRANSIT

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

33. MANDATORY SITE VISIT

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

34 MONITORING OF SERVICES

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

35. 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-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.

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. Drawer 429
Fairhope, Al. 36533

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

42. PAYMENT WITHHELD

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

43. PRODUCT TESTING

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

44. PERMITS LICENSES AND CERTIFICATES

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

45. PREPARATION OF BID

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

46. QUESTIONS / CONTACT

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

at the City's sole and absolute discretion, be grounds for disqualifying a vendor from further consideration.

47. RECEIPT BY CITY OF FAIRHOPE

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

48. REJECTION OF BIDS

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

50. RIGHT TO AUDIT

The awarded vendor shall maintain documentation of all work performed. The awarded vendor shall make any and all documentation available to the City of Fairhope at all reasonable times, for inspections and audit by the City of 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: <https://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 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.

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.

65. IMMIGRATION LAW

The Contractor agrees that it shall comply with all of the requirements of the Beason-Hammon Alabama Taxpayer

INSURANCE REQUIREMENTS

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 Employers Liability

Part One: Statutory Benefits as required by the State of Alabama	
Part Two: Employers Liability	\$1,000,000 Each Accident
	\$1,000,000 Each Employee
	\$1,000,000 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 include coverage for "Master or Members 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 form 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 subcontractors. Subcontractors 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.

BID RESPONSE FORM

(Bidder must use this form. Fill in all spaces.)

NOTE: All items will be ordered on an as needed basis.

Group	Item(s)	UOM	Mark-Up
1	Expendables	%	
2	Compressors	%	
3	Controls	%	
4	Electrical Equipment	%	
5	Copper	%	
6	Refrigerant	%	
7	Chemical Cleaners	%	
8	Water Coils	%	
9	Steam Coils	%	
10	Special Orders <i>(Items Not Normally Kept in Stock)</i>	%	
11	A/C Condensing Units	%	
12	Refrigeration Condenser Units	%	
13	Unit Heaters	%	
14	Furnaces	%	
15	Package Units	%	
16	*All Other Items Shall Be at a Percentage Off Manufacturers Suggested List Price	%	

Exact Transportation charges, if an \$ _____

Total Amount of Bid \$ _____

Total amount written in words _____

Delivery is guaranteed not later than _____ days after order date.

Attach a letter stating differences between City specifications and specifications of item(s) offered.

Name of Company _____

Term of Offer. It is understood and agreed that this bid may not be withdrawn for a period of **ninety- (90) days** from the Bid Submittal Deadline, and at no time in case of successful Bidder.

Bidder hereby acknowledges receipt of Addenda Number(s) _____

Representations Made Under Penalty Of Perjury. The representations herein are made under penalty of perjury. We hereby offer to sell the County the above item(s) at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

Bidder Name (Person, Firm, Corp.)

Signature of Authorized Representative

Address

Name of Authorized Representative

City, State, Zip Code

Title of Authorized Representative

Telephone Number

EMAIL address

PERFORMANCE OF WORK BY CONTRACTOR:

The Bidder shall perform at least 50 percent of the work with his own forces (refer to the INSTRUCTIONS TO BIDDERS).

SUBCONTRACTORS:

Unless the same information has been provided in the prequalification statement, the Bidder further certifies that if his bid is accepted, the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work:

Description of Work _____

Name

_____, _____, _____
Street City State Zip

Description of Work _____

Name

_____, _____, _____
Street City State Zip

Description of Work _____

Name

_____, _____, _____
Street City State Zip

Description of Work _____

Name

_____, _____, _____
Street City State Zip

Description of Work _____

Name

_____, _____, _____

CONTRACTOR INFORMATION

Bid No. 031-20 HVAC, Parts, and Supplies
Please print this section and turn in with your response

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 partnership is: General _____
Limited _____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV Agreement recorded? Yes _____
No _____

Primary Contact _____ Title _____

Telephone Number _____ Fax _____

Email Address: _____

Alabama Immigration Act Contract Requirements

1.0 Background

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

2.0 Definitions

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

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

- a. Self-employed individuals, business entities 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 complete on of the E-Verify program.

CONTRACT

This **CONTRACT** is made this ____ day of _____, 2020, by and between the **City of Fairhope** (hereinafter "**CITY** ") and _____ (hereinafter "**CONTRACTOR**"), for

Bid 031-20 HVAC, Parts and Supplies

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

1. **The Contract consists of all of the items contained within this Contract, the Bid package, proposal, Scope of Work, Specifications and if any drawings Addenda, Amendments, and "City of Fairhope Standard Terms and Conditions", which are attached hereto and made a part hereof, as if fully contained herein; for the performance of all work and the furnishing of all labor and materials required for completion of the WORK.**

2. The **CONTRACTOR** shall perform all the **WORK** described herein.

3. **Terms of Agreement**

Bid Duration: One (1) year from signing date of **CONTRACT**, with the option to extend the **CONTRACT** for up to Two (2) additional years if terms and conditions, including pricing remain the same, and both parties are in written agreement to extend the **CONTRACT**. The Extension must be approved by City Council and executed by the Mayor. The term of the agreement shall therefore be for a period of ONE (1) Year from ___/___/_____ to ___/___/_____.

4. **Compensation**

The City is to be invoiced on a monthly basis, in arrears for payment of equipment and supplies as procured by PO. A detailed invoice will be required with the PO number

The **CONTRACTOR** agrees to charge, and the City agrees to pay for the requested equipment in current funds, the **CONTRACT SUM** as listed on their **Bid Response Form by Purchase Order**. The **CONTRACTOR** shall submit to the **CITY** and payment to the **CONTRACTOR** will be made only for the actual quantities or work performed and accepted in accordance with the Contract. The scheduled quantities or work to be done and materials to be furnished may increase, decrease, or be omitted as provided herein.

5. **Payment Withheld**

The City may withhold approval for payment on any request and the City may withhold payment to such extent as may be necessary to protect the City from loss on account of:

- a. Negligence on the part of the **CONTRACTOR** to execute the work properly or fail to perform any provision of this Agreement.
- b. The City, after three (3) days written notice to the **CONTRACTOR**, may without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the overall Contract sum.
- c. Claims filed or reasonable evidence indicating probable filing of claims.
- d. Failure of the **CONTRACTOR** to make payments properly to **SUB-CONTRACTORS** for material or labor.
- e. A reasonable doubt that the Agreement can be completed for the balance then unpaid.
- f. Damage to the property, or another **CONTRACTOR** or another **CONTRACTOR'S** work.

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

6. General Conditions

- a. **Indemnity:** The CONTRACTOR hereby agrees to indemnify and save harmless the City, 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, to the extent caused by a negligent act or omission of the CONTRACTOR, their agents, servants, employees, SUB-CONTRACTORS, or others associated with the CONTRACTOR. The CONTRACTOR shall be responsible for damage to any elevator equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, to the extent that the damage or injury is caused by a negligent act or omission of the CONTRACTOR.
- b. **Notification and Accident Reports:** In the event of accidents of any kind, the CONTRACTOR shall notify the City immediately and furnish, without delay, copies of all such accident reports to the City. If in the performance of their Work, the CONTRACTOR fails to immediately report an accident to the City, of which the CONTRACTOR has knowledge of and which results in a fine levied against the City then the CONTRACTOR shall be responsible for all fines levied against the City.

7. Termination of Agreement

- a. **Termination for Default:** Performance of Work under this Agreement may be terminated by the City in whole or in part, in writing, whenever the City determines that the CONTRACTOR has failed to meet the requirements of this Agreement.
- b. **Termination for Convenience:** The City has the absolute right to terminate the Agreement upon "Award of Contract" to another CONTRACTOR, to perform work referenced herein. In such event, payment of the monthly Contract fee shall cease on the date of cancellation of the Contract by the City.

8. Warranty

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

9. Time of Completion

The City and CONTRACTOR understand and agree that time is of the essence in the performance of this Agreement. The CONTRACTOR or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes, fire, water damage, loss of power, loss of funding or any other causes, contingencies, or circumstances not subject to the City or CONTRACTOR'S control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the City's or CONTRACTOR'S contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Contract, or on the day of the start of Work, shall extend the time of the City's or CONTRACTOR'S performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. **However, under such circumstances as described herein, the City may, at their discretion, cancel this Contract for their own convenience.**

10. Acceptance of Work

The City will be deemed to have accepted the Work after the City agrees the Work is completed. In the event Work furnished under the Contract is found to be defective or does not conform to the intent of the Contract, the CONTRACTOR shall, within ten (10) days from receipt of notice from the City, correct the deficiencies. Failure on the part of the CONTRACTOR to properly correct the deficiencies within the time period allowed will constitute the City's right to cancel the Contract immediately, upon written notice to the CONTRACTOR.

11. Correction of Work

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

12. Right to Audit

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

13. Intermittent Problems

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

14. Time is of the Essence

The City and CONTRACTOR agree that time is of the essence in the performance of Work called for under this Contract. The CONTRACTOR 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.

15. Safety Measures

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

16. Extra Work and Associated Costs

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

17. Familiarity with the Work

The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that execution of the Contract by the CONTRACTOR serves as his stated commitment to fulfill all requirements and conditions referred to in this Contract.

18. Scope of Work –

The purpose and intent of this Invitation to Bid is to establish a list of responsible Contractors for the purchase of HVAC parts and supplies using a catalog or manufacturer's discount approach. HVAC parts and supplies include, but are not limited to: actuators, bearings, blower wheels, compressors, compositors, contactors, copper fittings, drive shafts, dryers, fan blades, filters (water), Freon, pumps and housings, single phase motors ¼ to ¾ hp, starters, thermostats, three phase motors 1 hp to 250 hp with individual frame sizes and RPM's and transformers

19. Miscellaneous Provisions

- a. The CONTRACTOR shall not employ SUB-CONTRACTORS without the express written permission of the City.
- b. The CONTRACTOR shall not assign the Contract or sublet it as a whole without the express written permission of the City. The CONTRACTOR shall not assign any payment due them hereunder, without the express written permission of City. The City may assign the contract, or sublet it as a whole, without the consent of the CONTRACTOR.
- c. No waiver, alteration, consent or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the City and CONTRACTOR.
- d. The CONTRACTOR is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under this Contract.
- e. The CONTRACTOR shall at all times keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an area designated by the City or remove to a waste site as directed by the City. If the CONTRACTOR fails to clean up the Work site, the City will complete the task and charge the CONTRACTOR for such services.
- f. This Contract is considered a non-exclusive Agreement between the parties.
- g. This Contract is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.
- h. Any litigation arising out of the Contract shall be heard in the Courts of Baldwin County, Alabama.
- i. This Contract contains all terms and conditions agreed upon by the City and CONTRACTOR. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto.
- j. This Contract shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Contract, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

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 agrees
COMPANY NAME
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*

IN WITNESS WHEREFORE, the parties hereto have executed this **CONTRACT** as of the day and year first above written.

THE CITY OF FAIRHOPE, ALABAMA

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

NOTARY FOR CITY (CITY OF FAIRHOPE)

STATE OF ALABAMA}
COUNTY OF BALDWIN}

I, the undersigned authority in and for said State and County, hereby certify that KARIN WILSON, as Mayor of the City of Fairhope whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document she executed the same voluntarily on the date the same bears date.

Given under my hand and Notaries Seal on this _____ day of _____, 2020

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

If Corporation or LLC

Company _____

State of Incorporation _____

Company Representative _____

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

Company Representative _____

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

Address _____

Phone Number () _____ Fax Number() _____

Primary e-mail address _____

Alabama General Contractor License No. _____ (Attach Copy)

Alabama General Contractor License Major Categories:

Alabama General Contractor Specialties

Alabama Foreign Corporation Entity ID _____ (Required of Out of State vendors)

