### **INVITATION TO BID**

### Bid No. 021-14

# MAGNOLIA BEACH EMERGENCY REPAIRS FROM RAIN EVENT—Transport of Sand

# PROJECT NO. PW008-14 MAGNOLIA BEACH EMERGENCY REPAIRS

for

# CITY OF FAIRHOPE PUBLIC WORKS DEPARTMENT

FAIRHOPE CITY COUNCIL

Timothy M. Kant, Mayor Jack Burrell, Council President

Set Number \_\_\_\_\_

#### Item I INVITATION TO BID ADVERTISEMENT

Sealed proposals will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St., Fairhope, Alabama, until 10:00 A.M. Friday, June 13, 2014, and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:

Bid Number 021-14 MAGNOLIA BEACH EMERGENCY REPAIRS FROM RAIN EVENT—Transport of Sand Project No. PW008-14 MAGNOLIA BEACH EMERGENCY REPAIRS

Purpose is to rehabilitate Magnolia Beach damage from a recent rain event. City has need for the hauling of approximately 5,850 tons of sand from designated pickup point to Magnolia Beach, on the bay, in Fairhope, Al. <u>NINE</u> (9) calendar days are allowed for the construction of the project.

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

All bids must be on blank forms provided in the Bid Documents. Bids shall be accompanied by a Bid Security equal to 5% (percent) of the bid price, but in no event more than \$10,000.00. Bid Security shall be in the form of a Bid Bond or a cashier's check payable to The City of Fairhope. No Bid Security is required on bids less than \$10,000.00. BID BOND IS WAIVED.

# THERE WILL BE A NON-MANDATORY PRE-BID MEETING on Tuesday, June 10, 2014, at 8:00 A.M in the conference room City of Fairhope offices, 555 S. Section Street, Fairhope, Alabama.

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

All bids, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a "Sealed Bid" with Item Name, Bid Number, City of Fairhope's Name and Address and Bidder's Name and Address. Each bid must be in a separate envelope. Bids made out in pencil will not be accepted. Failure to observe the instructions contained herein will constitute grounds for rejection of your bid. The City reserves the right to accept or reject all bids or any portion thereof whichever is in the best interest of the City of Fairhope.

The company that is awarded the bid must have Workman's Compensation Insurance on all of its employees if work is done on City premises. General Liability Insurance must be maintained to hold the City harmless in the event of an accident. 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, Title 34, of the <u>Code of Alabama, 1975</u>. In addition, the awarded vendor, if a 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, <u>http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx</u>. 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 bids 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 by visiting the following web address: <u>www.cofairhope.com</u>

Daniel P. Ames, Purchasing Manager Posted 6-6-14

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#### ITEM II INSTRUCTION TO BIDDERS

#### AWARD OR REJECTION OF BIDS

1. The Bid will be awarded to the lowest responsible bidder complying with the Invitation for Bids, provided in this 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. The City of Fairhope, however, reserves the right to reject any and all bids and to waiver any informality in bids received whenever such rejection or waiver is in the interest to the City of Fairhope.

#### COMPLIANCE

1. All bid components will comply with all Federal, State and Local laws, ordinances, codes and regulations.

2. The awarded vendor will be responsible for insuring that all items meet specifications <u>before</u> delivery.

3. Awarded vendor will make no substitutions for bid items without prior written approval of the City of Fairhope Purchasing Department.

#### ORDERING

1. The City of Fairhope Purchasing Department will issue Purchase Order(s) to the awarded vendor for bid items as needed.

2. 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.

#### **PACKAGING & DELIVERY**

1. Deliver bid items to City of Fairhope Warehouse, 555 South Section Street, Fairhope, Al, <u>or</u> <u>other designated City site</u>, maintaining product in proper state, undamaged.

2. At point of delivery, awarded vendor will present an itemized delivery ticket with the Purchase Order Number clearly referenced thereon, to City of Fairhope receiving personnel for signing.

3. F.O.B. City of Fairhope, as directed.

4. Shortages, defective or damaged items will be rejected. The awarded vendor will replace such items within ten (10) working days.

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.

6. The bidder shall give the City at least 24 hours notice (Weekends and Holidays excluded) prior to delivery on site.

### PAYMENT

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

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

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

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

#### **EXCEPTIONS / CHANGES**

1. 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 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.

#### ITEM III BID RESPONSE FORM

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

BID NO.: 021-14MAGNOLIA BEACH EMERGENCY REPAIRS FROM RAIN EVENT—<br/>Transport of SandProject No. PW008-14Magnolia Beach Emergency Repairs

### Delivery to be completed by July 2, 2014

The equivalent tonnage for prescribed volume is approximately 5,850 tons of sand.

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

Transport of sand per ton per mile

\$\_\_\_\_\_

Each bid must give the full business address of the bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Fairhope, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope, Baldwin County, Alabama in your invitation to bid, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. described in the bid documents and specifications. The undersigned also affirms he/she has not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

Witness our hands and seals this day of	, 2014.	
If Individual		
(Name of Individual or Partnership)	(Name of Partner Print)	
(Name of Representative Authorized to sign Bids and Contracts for the firm Print)	(Name of Partner Print)	
(Name of Representative Authorized to sign Bids and Contracts for the firm Signature)		
(Address)		
(Address)		
Phone Number	Fax Number	

Primary e-mail address		
Alabama Contractor's License No.	Alabama Foreign Corporation	
If Corporation or LLC		
Company		
State of Incorporation		
Company Representative (Name of Representative Auth	norized to sign Bids and Contracts for	the firm Print)
Company Representative (Name of Representative Auth	norized to sign Bids and Contracts for	the firm)
Address		
Phone NumberFax	Number	
Primary e-mail address		
Alabama Contractor's License No.	Alabama Foreign Corporation	
THIS MUST BE NOTARIZED!		
STATE OF}		
COUNTY OF} ss:		
I, the undersigned authority in and for said State	and County, hereby certify that	
(Type name of bid signer here)	, as (Type bid signers Title here)	
respectively, of		
whose name is signed to the foregoing document a that, being informed of the contents of the docume bears date.		
Given under my hand and Notary Seal on this	day of	_, 2014.
	Notary Public	
	My Commission Expires:	
	BID RESPONSE FORM	



The PRINCIPAL (Bidder's name and address)

The OWNER:

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



The PROJECT for which the Principal's Bid is submitted:

Project No.PW008-14Project Name:MAGNOLIA BEACH EMERGENCY REPAIR

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

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

NOW, THEREFORE, if, within the terms of the Bid Document, the OWNER accepts the Principals bid and the Principal thereafter either:

- (a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each form contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or
- (b) fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the OWNER the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the OWNER may award a Construction Contract for the same work to another Bidder, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

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

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:\_\_\_\_\_

Principal (Company)

By \_\_\_\_\_\_

PRINT name and title

SURETY ATTEST

SURETY COMPANY

By\_\_\_

SIGNATURE

PRINT name and title

#### ITEM V Insurance Requirements

#### 5.0 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. <u>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.</u>

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

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

- 5.03 <u>Worker's Compensation and Employer's Liability</u> 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
- 5.04 U.S. Longshoreman & Harbor Workers Act (USL&H) Required if contract involves work near a navigable waterway that may be subject to the USL&H law.

#### 5.05 Maritime Endorsement (Jones Act)

Endorsement required if contract involves the use of a Vessel. Or include coverage for "Master or Member or Crew" under "Protection and Indemnity" coverage (P&I) unless crew is covered under Workers Compensation. Bodily injury by accident \$1.000.000 each accident

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

#### 5.06 <u>Commercial General Liability</u>

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

	1,000,000
Personal and Advertising Injury \$7	1,000,000
Products/Completed Operation Aggregate \$2	2,000,000
General Aggregate \$2	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.

5.07 <u>Automobile Liability</u>

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.

### 5.08 <u>Certificates of Insurance</u>

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.

5.08.1 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 VI SCOPE OF WORK AND SPECIFICATIONS

#### 6.1 SCOPE OF WORK

6.1.1 The Contractor will provide trucking services to acquire, transport and deliver approximately **5,850** tons of sand from the designated sand source to an eroding bluff and beach at Magnolia Beach, in Fairhope, AL.

#### 6.2 SPECIFICATIONS FOR SAND

- 6.2.1 Sand beachfill material should consist of non-toxic, non-acid forming, free of solid waste, clean, washed quartz sand particles and conform to the specifications set forth herein. Due to the nature of this project, all sand must be pre-approved by the engineer and all decisions by the engineer concerning the acceptance of sand are final.
- 6.2.2 The sand will be a quartz sand, with less than two percent fines by weight which pass through a #200 washed (0.075mm) sieve, of a white color (approved by the project engineer) with a median grain size  $d_{50}$  greater than 0.35mm but not greater than 0.5mm and with a gradation such that  $d_{16}$ =0.27mm (±0.1mm) and  $d_{84}$ =0.5mm (±0.1mm). The beachfill sand must pass a test by the engineer to insure no cementation occurs in the bay's salt water environment.

#### 6.3 ADDITIONAL TERMS AND CONDITIONS

The following terms also apply:

- 6.3.1 All work to be done in a neat and professional manner.
- 6.3.2 All applicable licenses or permit fees to be acquired and paid by CONTRACTOR.
- 6.3.3 CONTRACTOR to provide all necessary services and materials unless stated otherwise above.
- 6.3.4 CONTRACTOR to comply with all laws, codes, and regulations, including safety, fire, health, environmental and insurance.
- 6.3.5 CONTRACTOR to cleanup job site and remove all CONTRACTOR generated waste and nonsalvageable material in accordance with applicable laws, codes and regulations.
- 6.3.6 The CONTRACTOR will be responsible for all minor facilities and equipment damages (e.g., paint, drywall and etc.) caused by the CONTRACTOR resulting from negligence during the execution of this contract. This includes but is not limited to damage too small to be covered by the CONTRACTOR'S insurance.
- 6.3.7 Written change proposals shall be provided to the project manager by the CONTRACTOR for any modification to the plans, specifications or other contract requirements. The proposal shall include add-on or deduct costs, if any. The project manager will return an approved copy of the proposal prior to any change implementation.
- 6.3.8 All salvageable material remains property of the City of Fairhope, and to be delivered by CONTRACTOR to the City of Fairhope Warehouse, 555 South Section Street, Fairhope, Al.

#### 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, subcontractor, 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, <u>the business entity or employer shall provide</u> <u>documentation establishing that the business entity or employer is enrolled in the E-Verify program.</u> 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 subcontractor 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 subcontractor 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 subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor.

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.

#### INVITATION SUMMARY

### Bid No. 021-14 Magnolia Beach Emergency Repairs From Rain Event- Transport of Sand <u>Project No. PW008-14</u> Magnolia Beach Emergency Repairs

Bid No. 021-14 Magnolia Beach Emergency Repairs from Rain EventHauling
06-06-14
Standard WAIVED
See Bid Packet
6-10-2014, Tuesday at 8:00 AM
6-13-14, Friday at10:00 A.M.
www.cofairhope.com
1
Daniel P Ames, Purchasing Manager dan.ames@cofairhope.com (251) 928-8003

END OF INVITATION SUMMARY

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

### Bid 021-14 Magnolia Beach Emergency Repairs from Rain Event—Transport of Sand

Business Organization Name of Bidder (exactly as it appears on W-9):		
Doing-Business-As Name of Bidder:		
Principal Office Address:		
Telephone Number: Fax Number: Email address: Website:		
Form of Business Entity [ Corporation Partnership Individual Joint Venture Other (describe):	check one ("X"]	
Corporation Statement If a corporation, answer th Date of incorporation: Location of incorporation: The corporation is held:		
Partnership Statement If a partnership, answer th Date of organization: Location of organization: The partnership is:		
Joint Venture Statement If a Joint Venture, answer Date of organization: Location of organization: JV Agreement recorded?	the following:  Yes No	
Contact	email	

#### END OF BIDDER INFORMATION SECTION