

REQUEST FOR QUOTATIONS

RFQ 010-12

HVAC Preventative Maintenance Program (FPL)

Timothy M. Kant, Mayor

FAIRHOPE CITY COUNCIL

Lonnie L. Mixon, Council President

Posted 5/14/2012

CITY OF FAIRHOPE
REQUEST FOR QUOTATIONS (RFQ)

RFQ #: 010-12
RFQ Title: HVAC Preventative Maintenance Program FPL
Date issued: May 14, 2012

Quote Due Date and Time: **May 25, 2012, at 1:00 pm local time**

There will be a MANDATORY site visit to the City of Fairhope Public Library located at 501 Fairhope, Ave., Fairhope, Alabama, 36532, is scheduled for Monday, **May 21, 2012, @ 9:00 A.M.**

Please submit QUOTE via email directly to Daniel P Ames, Purchasing Manager, dan.ames@cofairhope.com

Submit entire RFQ with signed Quotation (scanned pdf file is acceptable)

Please note: Email submissions should have **RFQ 010-12, HAVAC PREVENTATIVE MAINTENANCE PROGRAM FPL** in the subject line.

Direct all questions to: Daniel P. Ames, Purchasing Manager, E-mail dan.ames@cofairhope.com. Phone: 251-928-8003.

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ITEM I

INVITATION AND INSTRUCTIONS TO VENDORS

1.00 **REQUEST FOR QUOTATIONS**

Notice is hereby given that the City of Fairhope ("Owner") will receive quotations on the project described herein. Qualified vendors are invited to submit quotes on this project.

1.01 RFQ Name: **HVAC Preventative Maintenance Program FPL**
 RFQ No: **010-12**

1.02 Location: **501 Fairhope Avenue, Fairhope, Al 36532**

SUMMARY: Maintain HVAC system as detailed in the attached Scope of Work.

1.03 **DEADLINE FOR SUBMITTING QUOTES**

Quotes will be received until 10:00 a.m. local time, Friday, 05-25-12, at the City of Fairhope Offices, 555 South Section St., Fairhope, Alabama. **Submit quotes in person, or by email (preferred) to: dan.ames@cofairhope.com**

1.05 **INQUIRIES**

Direct questions by email to: Dan Ames, Purchasing Manager, dan.ames@cofairhope.com. Phone number (251) 928-8003.

1.06 **CITY OF FAIRHOPE CONTRIBUTION**

The City of Fairhope will not furnish any labor, material, or supplies unless specifically stated in the Contract Documents.

1.07 **LICENSING**

Contractor must be properly licensed to perform the work as outlined in the Scope of Work. Awarded Vendor must have a current business license or purchase a business license with the City of Fairhope prior to issuance of Notice to Proceed. Where required by State Law, State Contractor's license is required.

No quotes will be considered unless the vendor, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34, of

the Code of Alabama, 1975. In addition, awarded vendors who are non-residents of the State, if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama.

Except for contracts funded in whole or in part by funds received from a federal agency, preference shall be given to resident vendors on the same basis as the nonresident contractor's state awards contracts to Alabama vendors quoting under similar circumstances. Therefore, non-resident vendors shall submit with their quotation a written opinion of an attorney at law licensed to practice law in the non-resident vendor's state of domicile as to preferences granted by that state to entities doing business in that state when letting public contracts.

1.08 PERFORMANCE ASSURANCE AND INSURANCE

The vendor to whom award is made shall provide a Performance Bond equal to 100% of the Contract Amount and a Labor and Material Bond equal to 50% of the contract amount. The accepted vendor shall also provide insurance as required in section 1.20.

1.09 DURATION OF OFFER

Quotations may be withdrawn in written or telegraphic request received from vendor prior to the time fixed for opening. No quotation shall be withdrawn for a period of forty five (45) days subsequent to the opening of quotations without the consent of the City Council of the City of Fairhope.

1.10 EQUAL OPPORTUNITY

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 of Fairhope also encourages and supports the utilization of Minority Business Enterprises on this and all public bids, request for quotations and projects.

1.11 QUOTATION SUBMISSION AND PREPARATION

Quotations, signed, executed, and dated, will be received by The City of Fairhope as noted in section 1.03 above.

Submit by email, one copy of the executed offer on the Quotation Form provided, signed, dated and notarized (.pdf format preferred).

Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the invitation, these instructions, and the instructions printed on the forms is necessary. Special care should be exercised in the preparation of quotations. Vendors must make their own estimates of the facilities and difficulties attending the performance of the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper space in the quotation and guaranty forms shall be suitably filled in. Fill in all blanks on the quotation form. Erasers or other changes must be explained or noted over the signature of the vendor.

The Quotation Form may have a Contingency Allowance listed. Add this amount to the Base Quote to derive the Total Quotation. The Contingency Allowance covers unforeseen conditions and shall not be used by the Contractor without the written authorization of the City of Fairhope. At the conclusion of the project, the unused portion of the Contingency Allowance shall revert to the City of Fairhope.

Each quotation must give the full business address of the vendor and must be signed by him with his usual signature. Quotations 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. Quotations 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 quotation 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 quotation of the individual signing. When requested by the City of Fairhope satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

Each project will be quoted separately unless otherwise expressly requested in the contract document. Combination quotations, that is quotations on separate projects lumped together as a single quotation, or on all or none basis, will not be accepted unless the contract document expressly requests or permits same.

Alternate quotations will not be considered unless requested.

1.12

QUOTATION INELIGIBILITY

Quotations that contain irregularities of any kind may be declared unacceptable at the discretion of the City. The City may waive any irregularities and may reject any or all quotations. Quotations received after the deadline will be returned to the vendor unopened.

- 1.13 **CONTRACT TIME**
The Contractor agrees to perform the work within the time stated in the Quotation Form. The vendor, in submitting an offer, accepts the conditions of the contract period stated for performing the work.
- 1.14 **CONSTRUCTION DOCUMENT IDENTIFICATION**
The Construction Documents are the Request for Quotation documents, any drawings, Addenda, and all other related documents bearing the RFQ Title and Number. Vendors shall use complete sets of Construction Documents in preparing their quotations. The City of Fairhope will not assume responsibility for errors or misinterpretation resulting from the use of incomplete sets of Construction Documents. NOTE: There are no construction documents for this RFQ, as this is not construction, but preventative maintenance work.
- 1.15 **INQUIRIES/ADDENDA**
Direct questions to the Purchasing Manager, Dan Ames, by email to: dan.ames@cofairhope.com
- All Addenda are part of the Quotation Documents. Include resultant costs in the quotation. Addenda will be issued by email to all bidders on bidders list. If a mandatory meeting is held, Addenda will be issued only to attendees. It is the responsibility of the vendor to verify that all addenda have been received. All addenda must be signed by vendor and included in quotation.
- 1.16 **QUOTATION ACCEPTANCE**
The quotation with lowest total quotation dollar amount from a responsive and responsible vendor may be accepted if within the Contract Budget. In the event that alternates are listed on the quotation form, the lowest combination of Total Quotation and Alternate Quotations accepted by the City shall be the accepted quotation. Alternates shall be awarded in the order in which they are listed on the quotation form.
- 1.17 **VENDORS INTERESTED IN MORE THAN ONE QUOTATION**
If more than one quotation is offered by any one party, by or in a name of his clerk, partner, corporation in which he has a substantial interest, or in which he is an officer, or other person, all such bids may be rejected. A party who has quoted prices on materials to a vendor quoting is not thereby disqualified from quoting prices to other vendors quoting or from submitting a quotation directly for the materials or work. The City reserves the right to determine in its discretion whether the provisions of this clause have been violated by any vendor quoting.
- 1.18 **ERRORS IN QUOTATIONS**
Vendors, or their authorized agents are expected to examine, if any, the maps, drawings, specifications and all other instructions pertaining to the work, which will be open to

their inspection AT THE MANDATORY PRE-BID MEETING. Failure to do so will be at the vendor's own risk. In case of error, in the extension of prices, the unit price will govern.

1.19 CONTRACT AND BOND

The vendor to whom award is made must, when requested, enter into written contract on the City's standard contract form, with satisfactory security in the amount required, within the period specified, or, if no period be specified, within 15 days after the required forms are presented to him for signature. Note: this small project may be ordered by issuance of a Purchase Order.

1.20 INSURANCE REQUIREMENTS

1. Awarded bidder, at its sole expense, shall obtain and maintain in full force the following insurance to protect the awarded bidder and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as "additionally insured" on all 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.

2. 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.

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

4. Worker's Compensation and Employers Liability

Part One: Statutory Benefits as required by the State of Alabama
Part Two: Employers Liability \$100,000 Each Accident
 \$100,000 Each Employee
 \$500,000 Policy Limit

5. 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.

6. 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

7. 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

- o Premises and operations
- o Personal Injury and Advertising Injury
- o Products/Completed Operations
- o 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.

8. 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.

9. Certificate 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.

1.21 COLLUSION

If there is any reason for believing that collusion exists among the vendors quoting, any or all quotations may be rejected, and those participating in such collusion may be barred from submitting quotations on the same or other work with the City.

1.22 SUBLETTING OR ASSIGNING OF CONTRACT / PURCHASE ORDER

The Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the Contract / Purchase Order, his right, title or interest therein, or his power to execute such Contract, to any person, firm or corporation without written consent of the City, and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract / Purchase Order. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all Contract Purchase Order work of a value not less than 50 percent of the total Contract / Purchase Order amount, except that any items designated in the Contract / Purchase Order as "Specialty Items" so performed by subcontract may be deducted from the total Contract / Purchase Order amount before computing the amount of work required to be performed by the Contractor with his own organization.

Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all of the subcontractor's work, including failures or omissions; and his removal may be required by the Project Manager, as in the case of an employee.

1.23 PROSECUTION OF WORK

The Contractor shall commence work within 10 days of issuance of the Notice to Proceed (NTP) by the Project Manager or as otherwise directed in writing.

The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Project Manager. He shall provide sufficient satisfactory materials, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the Contract / Purchase Order.

Should the Contractor fail to maintain a satisfactory rate of progress, the Project Manager may require that additional forces and/or equipment be placed on the work to bring the project up to schedule and maintain it at that level.

Should the Contractor fail to furnish sufficient satisfactory equipment and/or labor for maintaining the quality and progress of the work at satisfactory level, the Project Manager may withhold all estimates that May become due until satisfactory quality and progress are maintained; or the contract may be annulled.

1.24 SCOPE OF WORK

It is the intent of this contract to provide a comprehensive maintenance program for all maintainable pieces of equipment which comprise the Fairhope Public Library HVAC system.

This program shall be initiated, scheduled, administered, monitored and updated by the service provider. The service activities will be directed and scheduled on a timely basis as described in the subsequent function/frequency descriptions. The Owner shall be informed of the service providers progress and results on a continuing basis via a detailed Service Report presented after each service call, which is provided for the Owners review, signature and approval for payment.

The service provider will contract with the Owner for:

Program Administration
Annual Maintenance Inspections
On-site maintenance logs
Semi-Annual Belt changes

Systems Operational Analysis
Trimester Operational Inspections
Annual Condenser Coil Cleaning
Annual Energy Analysis

The detailed scope of work includes the maintenance and inspection of two(2) air cooled chiller units, two(2) chilled water pumps, six(6) ea air handing units, thirty six(36) VAV boxes and the building Automation system....as further identified below.

The service provider shall provide references showing that they are properly trained, experienced and capable of servicing the Trane Tracer automation system and have experience maintaining chilled water systems of similar size and technological levels. **The service provider will also provide the owner with an annual Energy Star score and offer energy saving measures that could help reduce the energy consumption of the facility.**

Other requirements of the service provider are:

- Provide 2 hour, or less, response time to Fairhope Public Library for any technical or service related requirements listed below.
- Maintain available certified plumber & pipe fitting technician.
- Maintain available sheet metal technician.

- Maintain in-house controls technician(s).....with significant experience in Trane Controls System management.
- Maintain in house test and balance technician(s).....with significant experience in Trane system T & B.
- Maintain in house chiller technician(s).....with significant experience in air cooled chiller units.

Screw Air-Cooled Chillers

2 Trane Air Cooled Units, Model RTAA-0904

Cooling season start-up preparation and inspection(Annual)

- Checking auxiliary equipment operation
- Checking refrigerant levels
- Checking the compressor heater, oil temperature and lube system
- Checking and testing all operating and safety controls
- Checking for proper voltage and starter operation
- Starting the chilled and condenser water pumps where applicable
- Starting the unit and calibrating controls and transducers
- Checking the proper settings for sub cooling and super heat
- Logging operating conditions after the unit stabilizes
- Reviewing operating procedures with the operator
- Removing debris from inside and around the unit
- Inspecting condenser coils for blockage and clean lines
- Inspecting and tightening electrical connections
- Checking the fan and fan motor operation after start-up

Operating Season Inspections (3 times per year)

- Checking for general condition and operation
- Logging operating conditions and identifying inconsistencies
- Adjusting operating controls if required
- Checking for proper oil level and refrigerant charge
- Checking the oil temperature and compressor heater
- Inspecting starter, relays and controls
- Inspecting the air-cooled condenser fans, and motor operation
- Removing debris from inside and around the unit
- Reviewing operating procedures and the owner's log with the operator

Equipment shutdown inspection and PM (Annual)

- Measuring and recording motor winding resistance
- Changing the oil filter
- Checking the oil level in the lube system; adding oil as required; and conducting an oil acidity test
- Conducting a leak check and correcting leaks; also adding refrigerant as required
- Changing the filter-dryer
- Checking the crankcase heater for proper operation
- Tightening the power wiring on contactors and in the motor terminal box
- Cleaning all contactors and recommending replacement if required
- Checking all relays, operating controls and safeties
 - Clean condensing coils

CHILLED WATER PUMPS

2- Chilled Water Pumps, Baldor, Model JMMZ333T

Maintenance Inspection(Annual)

- Check volt / amps motor
- Check / tighten all electrical connections
- Check all starters / contactors for wear
- Check all operating / safety controls
- Check / lubricate motor bearings
- Check / lubricate pump bearings
- Check pump / motor alignment
- Check coupling
- Check mechanical seals
- Check packing
- Check strainers
- Check hand valves
- Check gauges for accuracy
- Check suction / discharge pressures
- Check mounts / vibration pads
- Check overall condition of unit

Operational Inspection (3 times per year)

- Check motors operation
- Check all starters / contactors for wear
- Check all operating / safety controls
- Check motor bearings
- Check pump bearings
- Check pump / motor alignment
- Check coupling
- Check mechanical seals
- Check packing
- Check strainers
- Check hand valves
- Check gauges for accuracy
- Check suction / discharge pressures
- Check mounts / vibration pads
- Check overall condition of unit

AUTOMATIC TEMPERATURE CONTROLS (Quarterly- 4 times/year)

Maintenance Inspection

- Check all operating / safety controls
- Check / tighten all electrical connections
- Check all starters / contactors for wear
- Check hot gas by-pass controls, if applicable
- Check head pressure controls
- Check unloader operation

- Check crankcase heaters, if applicable
- Check for visible refrigerant / oil leaks
- Check all operating / safety controls
- Check overall operation of temperature controls
- Check / calibrate all controllers if required
- Check / calibrate all transmitters if required
- Check / calibrate all room thermostats if required
- Check / calibrate all pe switches if required
- Check / calibrate all control valves if required
- Check / lubricate all dampers and linkages
- Check all auxiliary controls
- Check sequence of operation
- Verify each VAV is operating properly (semiannually)
- Backup existing controls programming in the event the system crashes. Copy to be provided to owner.

Annual(once/year) Maintenance.....Building Automation & Unit Controllers

- Visually inspect hardware
- Clean dust and debris from unit
- Check modem connections
- Check cable and all connections
- Check communication to field devices
- Check UPS
- Check circuit protection devices
- Check for damaged parts and wiring
- Verify proper ground
- Verify cards seated and secured
- Verify LED indications
- Verify transmit/receive activity
- Check non-volatile memory available
- Check sensors via workstation
- Verify occupancy schedules
- Verify holiday schedules
- Verify correct time and date
- Inventory known connected devices
- Verify inventoried devices
- Clean work station monitor, keyboard and PC
- Check power supply
- Review schedules
- Back up program Clean enclosures and display

Operating Inspections(3 times per/year)

- Visually inspect all hardware
- Clean dust and debris from unit
- Check modem connections
- Check cable and all connections
- Check communication to all field devices
- Check UPS
- Check circuit protection devices

AIR HANDLING UNITS

1- Trane AHU, Model MCCB021(AHU #1)

1- Trane AHU, Model MCCB006(AHU #2)

1- Trane AHU, Model MCCB012(AHU #3)

1- Trane AHU, Model MCCB014(AHU #4)

1- Trane AHU, Model MCCB012(AHU #5)

1- Trane AHU, Model MCCB025(AHU #6)

Cooling Maintenance Inspection(Annual)

- Check volt amps of blower motor
- Check / tighten all electrical connections
- Check all starters / contactors for wear
- Check all operating / safety controls
- Check / clean condensate drain pan and lines
- Check condensate pump if applicable
- Check evaporator coil / clean surface
- Check chilled water coil / clean surface
- Check dampers / linkages
- Check damper actuator
- Check economizer operation
- Replace filters quarterly. Filters to be disposable, pleated filters.
- Replace all belts
- Check blower wheels / clean surface
- Check & adjust sheaves wear / alignment
- Check / lubricate motor bearings
- Check / lubricate blower bearings
- Check overall condition of unit

Cooling Operational Inspection(3 times per year)

- Check blower motors operation
- Check filters / replace per contract
- Check belts / replace per contract
- Check sheaves wear / alignment
- Check / lubricate motor bearings
- Check / lubricate blower bearings
- Check overall condition of unit

Heating Maintenance Inspection (Annual)

- Check Volt Amps Of Blower Motor
- Check / Tighten All Electrical Connections
- Check All Starters / Contactors For Wear
- Check All Operating / Safety Controls
- Check Steam Coil / Clean Surface
- Check Hot Water Coil / Clean Surface
- Check Electric heat Sequence
- Check Valves / Actuators
- Check Dampers / Linkages
- Check Damper Actuators

- Check Economizer Operation
- Check Filters / Replace Per Contract
- Check Belts / Replace Per Contract
- Check Blower Wheels / Clean Surface
- Check Sheaves Wear / Alignment
- Check / Lubricate Motor Bearings
- Check Lubricate Blower Bearings
- Check Overall Condition Of Unit

Heating Operational Inspection (3 times per year)

- Check blower motors operation
- Check filters / replace per contract
- Check belts / replace per contract
- Check sheaves wear / alignment
- Check / lubricate motor bearings
- Check / lubricate blower bearings
- Check overall condition of unit

**WATER TREATMENT
(Annual)**

- Check for adequate freeze protection
- Add treatment chemical as required (see Quoting Vendor Information below)
- Record findings and submit report to Owner

QUOTING VENDOR INFORMATION

Quoting Vendor further offers to furnish materials, equipment or services in compliance with all terms, conditions, and specifications herein including all amendments. Submitting this document constitutes complete understanding and compliance with the terms and conditions and certifies that all necessary facilities and personnel are available and established at the time of quotation submittal. Bidders are required to read and understand all information contained within this entire quote package.

Visual inspection of hardware shall be performed annually.

The combined use of the existing control system AND a hands-on inspection of VAV boxes shall be performed annually. Use of the existing control system to check the function of VAV's shall be executed for the remaining 3 quarterly inspections.

Regarding the annual water test of the closed loop system: Should glycol have to be added during the initial annual test, the City of Fairhope will issue a Purchase Order for the glycol itself. Subsequent to this initial test, and if contract renewals occur, then the cost of the glycol will be included in the contract extension documents.

ITEM II
QUOTATION FORM

Date: ____/____/____

RFQ No. : RFQ 010-12
RFQ Name: HVAC Preventative Maintenance Program FPL

Base quotation will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this contract and scope of work. The owner agrees to provide the following materials: NONE

Bid Duration: One (1) year from signing date of contract, with the option to renew bid or contract for up to two (2) additional years if terms and conditions, including pricing remain the same, and both parties are in agreement to renewing the contract.

Maintenance Service of HVAC Equipment for the Fairhope Public Library

Bid: Maintenance Service per Month per Specifications \$ _____

	Helper	Technician	Supervisor	
BID PREFERENTIAL RATE PER HOUR	\$ _____	\$ _____	\$ _____	
CALL BACK PREFERENTIAL RATE PER HOUR (FOR SUNDAYS AND HOLIDAYS, TIME & ½)	\$ _____	\$ _____	\$ _____	
OVERTIME RATE FOR SUNDAYS AND HOLIDAYS (PREFERENTIAL RATE PER HOUR X 1.5)	\$ _____	\$ _____	\$ _____	

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 _____, 2012

If Individual or Partnership

(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)

(Address)

Phone Number () _____ Fax Number() _____

Primary e-mail address _____

Alabama Contractor's License No. (If required) _____

If Corporation or LLC

Company _____

State of Incorporation _____

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

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

Address _____

Phone Number () _____ Fax Number() _____

Primary e-mail address _____

Alabama Contractor's License No. (If Required) _____

BID PROPOSAL NOTARIZATION:

STATE OF _____ }

COUNTY OF _____ }

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

Given under my hand and Notary Seal on this _____ day of _____, 2012

NOTARY PUBLIC
_____/_____/_____
MY COMMISSION EXPIRES:

ITEM III Bonds

PERFORMANCE BOND

KNOW ALL MEN: That we _____
(Insert here the name & address of legal title of the Contractor)
_____ hereinafter called the Principal, and

(Insert here the name and address of legal title of one or more sureties)
_____ and
_____ and

_____ hereinafter called the Surety or Sureties, are held and firmly bound unto The City of Fairhope, hereinafter called the Owner in the sum of _____ Dollars (\$_____) for the payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated ____/____/____ entered into a contract with the Owner for: **RFQ 010-12, HVAC Preventative Maintenance Program (FPL)** which agreement is by reference made a part hereof,

NOW THEREFORE, The conditions of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said surety or sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

Witness our hands and seals this _____ day of _____, 20_____.

_____, Doing Business As, _____
(Signature of Individual Bidder) (Business Name)
Business Mailing Address: _____

Name of Corporation, Partnership, or Joint Venture

BY: _____ (Signature of Officer Authorized to sign Bids and Contracts for the Firm) _____ (Position or Title)

Attest:

(Secretary)

(Name of Surety)

(Name of State under the laws of which incorporated)

BY: _____
(Attorney in Fact)

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principal, and _____ as Surety, are held and firmly bound unto said City of Fairhope hereinafter called the Obligee, in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said principal has entered into a certain Contract for **RFQ 010-12, HVAC Preventative Maintenance Program (FPL)** with said Obligee, dated _____ 2012_. (Hereinafter called the Contract) for _____ which Contract and the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the said Principal and all subcontractors to whom any portion of the work in said contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees incurred by the successful claimant or plaintiffs in suits or claims against the contractor arising out of or in connection with the said contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right to action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said Contract is to be performed or in any County in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Fairhope or his successor or representative as the agent of each of them to receive and accept services of process or other pleading issued, or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to further provide for Bonds and Contractors on State and other public works and suits thereon".

Witness our hands and seals this _____ day of _____, 20_____.

_____, Doing Business As, _____
(Signature of Individual Bidder) (Business Name)

Business Mailing Address: _____

Name of Corporation, Partnership, or Joint Venture

BY: _____
(Signature of Officer Authorized to sign Bids and Contracts for the Firm) (Position or Title)

Attest:

(Secretary)

(Name of Surety)

(Name of State under the laws of which incorporated)

BY: _____
(Attorney in Fact)

ITEM IV

CERTIFICATE OF CONTRACTOR'S & SUBCONTRACTOR'S INSURANCE

FORM FOR CERTIFICATE OF CONTRACTORS AND SUBCONTRACTORS
INSURANCE TO THE CITY OF FAIRHOPE, ALABAMA

Date _____

This is to certify that the policies designated below have been issued by the _____ and are in force on the date borne by this certificate.

1. Location and designation of project:

2. Name and address of insured for whom this certificate is issued:

3. Type of insurance:

Limits of Liability

(a) Workmen's Compensation:

(policy number)	(exp. date)	(coverage) (one person)	(aggregate) (one accident)
-----------------	-------------	----------------------------	-------------------------------

(b) Contractor's Public Liability:

1. Bodily Injury:

(each person)	(each occurrence)	(total coverage)
---------------	-------------------	------------------

2. Property Damage:

(each accident)	(aggregate)
-----------------	-------------

(c) Automobile (Motor Vehicle):

1. Bodily Injury:

(Each Person)	(Each Occurrence)	(Total Coverage)
---------------	-------------------	------------------

2. Property Damage:

(Each Accident)	(Aggregate)
-----------------	-------------

(d) Owner's Protective Liability:

(Each Occurrence) (Bodily Injury)	(Each Occurrence) (Property Damage)
--------------------------------------	--

Such insurance as is afforded by the above policies covers the operations undertaken by the insured with respect to the construction of the project above designated. The insurance afforded by the above-designated policies, specimen copies of which have been filed with the City , and to each of which is attached for following endorsement.

The insurer agrees with the insured as follows:

1. That it will furnish to said City of Fairhope a certificate of insurance in triplicate on a form approved for such purpose by said City, setting forth the pertinent information regarding the policy to which this endorsement is attached, for each project of said City to which the policy applies.
2. That it will attach to each said certificate of insurance executed copies of any endorsement other than this endorsement which are attached to said policy at the time said policy is issued, provided only that said endorsements affect the coverage of said policy in respect of operations involved in the construction of the projects of said City to which the policy applies.
3. That it will mail to the City Council of the City of Fairhope three executed copies of each endorsement subsequently issued to become a part of said policy provided only that endorsement affects the coverages of said policy in respect of operations involved in the construction of the project of said City which the policy applies, and provided further that such endorsement shall not be effective unless such notice is given to the City at the same time that notice thereof is given to the insured.
4. That it will mail to the City Council of the City of Fairhope at least ten days before the effective date thereof notice of cancellation of said policy, provided no cancellation shall be effective unless such notice is given to the City.

Insurer

BY: _____
Authorized Representative

ITEM V
CONTRACT

This **CONTRACT** is made this _____ day of _____, by and between the City of Fairhope (hereinafter "**OWNER**") and _____ (hereinafter "**CONTRACTOR**"), on the **WORK:**

HVAC PREVENTATIVE MAINTENANCE PROGRAM (FPL)

The **OWNER** and **CONTRACTOR** agree as set forth below:

1. Term of Agreement

- a. The term of the agreement shall be for a period of ONE (1) Year from _____ to _____, with the option to renew bid or 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 renewing the bid or contract.

2. Compensation

- a. The **OWNER** is to be invoiced on a monthly basis, in arrears, for payment of each monthly maintenance routine.
- b. The **CONTRACTOR** agrees to charge, and the **OWNER** agrees to pay, the monthly fee of _____ for a term of ONE (1) Year from the commencement date of this Agreement, for the required monthly maintenance routine.
- c. Any work not covered by the Scope of Work of this HVAC Maintenance Contract shall be billed at the **CONTRACTOR's** bid "Preferential Rate". Call backs that are not covered by the Scope of Work of this HVAC Maintenance Contract, shall be billed at the "Call Back Preferential Rate". The **CONTRACTOR's** billing rates are as follows for Work not covered under the this HVAC Maintenance Contract, and all extended periods that may apply.

	Helper	Technician	Supervisor	
BID PREFERENTIAL RATE PER HOUR	\$ _____	\$ _____	\$ _____	
CALL BACK PREFERENTIAL RATE PER HOUR (FOR SUNDAYS AND HOLIDAYS, TIME & ½)	\$ _____	\$ _____	\$ _____	
OVERTIME RATE FOR SUNDAYS AND HOLIDAYS (PREFERENTIAL RATE PER HOUR X 1.5)	\$ _____	\$ _____	\$ _____	

3. Payment Withheld

- a. The **OWNER** may withhold approval for payment on any request and the **OWNER** may withhold payment to such extent as may be necessary to protect the **OWNER** from loss on account of:
 - i. Negligence on the part of the **CONTRACTOR** to execute the work properly or fail to perform any provision of this Agreement.
 - ii. The **OWNER**, 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.

- iii. Claims filed or reasonable evidence indicating probable filing of claims.
 - iv. Failure of the **CONTRACTOR** to make payments properly to Subcontractors for material or labor.
 - v. A reasonable doubt that the Agreement can be completed for the balance then unpaid.
 - vi. Damage to the building, or another **CONTRACTOR** or another **CONTRACTOR's** work.
- b. 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.

4. General Conditions

- a. **Indemnity:** The **CONTRACTOR** hereby agrees to indemnify and save harmless the **OWNER**, 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, Subcontractors, 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 **OWNER** immediately and furnish, without delay, copies of all such accident reports to the **OWNER**. If in the performance of their Work, the **CONTRACTOR** fails to immediately report an accident to the **OWNER**, of which the **CONTRACTOR** has knowledge of and which results in a fine levied against the **OWNER** then the **CONTRACTOR** shall be responsible for all fines levied against the **OWNER**.

5. Termination of Agreement

- a. **Termination for Default:** Performance of Work under this Agreement may be terminated by the **OWNER**, in whole or in part, in writing, whenever the **OWNER** determines that the **CONTRACTOR** has failed to meet the requirements of this Agreement.
- b. **Termination for Convenience:** The **OWNER** 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 **OWNER**.

6. 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 the **OWNER's** option, either re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the **OWNER**, or refund to the **OWNER** the charge paid by the **OWNER**, 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.

7. Time of Completion

- a. The **OWNER** and **CONTRACTOR** understand and agree that time is of the essence in the performance of this Agreement. The **CONTRACTOR** or **OWNER**, 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 **OWNER** or **CONTRACTOR's** control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the **OWNER'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 **OWNER'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 OWNER may, at their discretion, cancel this Contract for their own convenience.**

8. Insurance Requirements

- a. The **CONTRACTOR** shall not commence work under this Contract until it has purchased insurance for protection from any and all claims which may arise out of or result from the **CONTRACTOR's** operations under the Contract. The **CONTRACTOR** shall maintain the required insurance in the minimum amounts as described below at all times during performance of the Work.
- b. **WORKER'S COMPENSATION and EMPLOYERS LIABILITY:** The **CONTRACTOR** shall procure and shall maintain during the life of this Agreement Worker's Compensation Insurance for all its employees to be engaged in work on the project under this agreement.
 - Part One: Statutory Benefits as required by the State of Alabama
 - Part Two: Employers Liability
- c. **COMMERCIAL GENERAL LIABILITY:** Coverage on an Occurrence form with a combined single limit (Bodily Injury and Property Damage combined) as follows:

Each Occurrence	\$300,000
Personal and Advertising Injury	\$300,000
Products/Completed Operation Aggregate	\$300,000
General Aggregate	\$300,000

Coverage to include

- o Premises and operations

- o Personal Injury and Advertising Injury
 - o Products/Completed Operations
 - o Independent **CONTRACTORS**
 - o Blanket Contractual Liability
 - o Explosion, Collapse and Underground hazards
 - o Broad Form Property Damage
- d. **COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE:** The **CONTRACTOR** agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability coverage on an occurrence basis, and providing property damage liability coverage on an accident basis. This Policy shall protect the **CONTRACTOR** against all liability arising out of the use of automobiles, including private, passenger, and commercial, regardless of whether such vehicles shall be owned by the **CONTRACTOR**, owned by others or by hire. Limits of liability for Comprehensive Automobile Liability Insurance shall equal or exceed \$200,000 each person, bodily injury; \$400,000 each occurrence, bodily injury; and \$100,000 each accident, property damage.
- e. The fullest extent permitted by law, the **CONTRACTOR** shall indemnify and hold harmless the **OWNER**, and its agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the Work.
- f. Copies of insurance policies must be submitted to **OWNER**.

9. Acceptance of Work

- a. The **OWNER** will be deemed to have accepted the Work after the **OWNER** 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 thirty (30) days from receipt of notice from the **OWNER**, correct the deficiencies. Failure on the part of the **CONTRACTOR** to properly correct the deficiencies within the time period allowed will constitute the **OWNER's** right to cancel the Contract immediately, upon written notice to the **CONTRACTOR**.

10. Correction of Work

- a. The **CONTRACTOR** shall promptly correct all Work rejected by the **OWNER** 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.

11. Right to Audit

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

12. Intermittent Problems

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

13. Time is of the Essence

- a. The **OWNER** 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.

14. Safety Measures

- a. The Contractor shall take all necessary precautions for the safety of the **OWNER'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.

15. Extra Work and Associated Costs

- a. Changes in the Work: The **OWNER**, 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.

16. Familiarity with the Work

- a. 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 **OWNER** 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.

17. Scope of Work & Specifications – Please see 1.24 above in bid packet.

18. Miscellaneous Provisions

- a. The **CONTRACTOR** shall not employ Subcontractors without the express written permission of the **OWNER**.
- b. The **CONTRACTOR** shall not assign the Contract or sublet it as a whole without the express written permission of the **OWNER**. The **CONTRACTOR** shall not assign any payment due them hereunder, without the express written permission of **OWNER**. The **OWNER** 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 **OWNER** 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 **OWNER**, or remove to a waste site as directed by the **OWNER**. If the **CONTRACTOR** fails to clean up the Work site, the

OWNER 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 **OWNER** 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.
- k. **WRITTEN NOTICE** shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving the notice.

19. The duties and obligations imposed by the **CONTRACT DOCUMENTS** and the **RIGHTS AND REMEDIES** available there under shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

20. Should either party to the **CONTRACT** suffer injury or damage to person or property because of any act or omission of the other party or of any of the other party's employees or agents, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

21. The **OWNER** and **CONTRACTOR**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assign and legal representatives of such other party with respect to all covenants, agreements and obligations contained in the **CONTRACT DOCUMENTS**. Neither party to the **CONTRACT** shall assign the **CONTRACT** or sublet it as a whole without the written consent of the other.

22. All work to be done in a neat and professional manner.

23. All applicable licenses or permit fees to be acquired and paid by **CONTRACTOR**.

24. **CONTRACTOR** to provide all necessary services and materials unless stated otherwise above.

25. **CONTRACTOR** to comply with all laws, codes, and regulations, including safety, fire, health, environmental and insurance.

26. **CONTRACTOR** to cleanup job site and remove all waste and non-salvageable material in accordance with applicable laws, codes and regulations.

27. **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.

- 28. 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.
- 29. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

SIGNATURES FOR THE CITY
CITY OF FAIRHOPE

BY: _____
TIMOTHY M. KANT, Mayor

ATTEST: _____
LISA A. HANKS, City Clerk

NOTARIZATION FOR THE CITY:

STATE OF ALABAMA]

COUNTY of BALDWIN]

I, _____, a Notary Public in and for said State and County, hereby certify that **Timothy M. Kant**, whose names as Mayor of the City of Fairhope, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and Notary seal on this the ____ day of _____ 2012 .

Notary
_____/_____/_____
My commission expires

Individual or Partnership

(Individual or Partnership)

(Name of Partner Print)

(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)

(Address)

Phone Number () _____ Fax Number () _____

Primary e-mail address _____

Alabama Contractor's License No. (If required) _____

If Corporation or LLC

Company _____

State of Incorporation _____

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

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

Address _____

Phone Number () _____ Fax Number() _____

Primary e-mail address _____

Alabama Contractor's License No. (If Required) _____

Notary for Individual or Corporation

STATE OF _____ }

COUNTY OF _____ }

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

_____, as _____ respectively, of _____
of representative title company name

whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this ___ day of _____, 2012

Notary Public
My Commission Expires ___/___/___

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

ACCEPTANCE OF AGREEMENT

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

ACCEPTANCE OF WORK

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

ADDENDA

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

ADDITIONAL ORDERS

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

APPLICABLE LAW

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

ASSIGNMENT

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

ASSURANCE OF NON-CONVICTION OF BRIBERY

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

AWARD CONSIDERATION

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

AWARD OR REJECTION OF BIDS

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

BACK ORDERS

If it is necessary to back order any items, the vendor must notify the Purchasing Department and advise as to the expected shipping or delivery date. If this date is not

acceptable, the City of Fairhope may seek remedies for default.

BID AND PERFORMANCE SECURITY

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

BRAND NAMES

Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature or manufacturers specifications plus any supplemental information necessary for comparison purposes should be submitted with the bid or the bid on that item may be rejected. Reference to literature submitted with a previous bid or on file with the Division of Purchasing will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. Bids without sufficient documentation to fully support equality, may be considered non-responsive. Reference by the City of Fairhope in the ITB to available existing specifications shall be sufficient to make the terms of such specifications binding on the bidder. Unless the bidder specifies otherwise in its bid, it is understood the bidder is offering a referenced brand item as specified in the ITB or is bidding as specified when no brand is referenced. Failure to examine drawings, specifications and instructions will be at the bidder's risk.

BUSINESS LICENSE

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

be required to possess a City of Fairhope Business License prior to award.

CANCELLATION OF / CONTRACT / AGREEMENT / PURCHASE ORDER / LEASE

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

CERTIFICATION PURSUANT TO ACT NO. 2006-557

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

:

Office of the Secretary of State

P.O. Box 5616
Montgomery, AL 36103
(334) 242-5324
Fax: (334) 240-3138

<http://www.sos.state.al.us/index.aspx>

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

COST OF REMEDYING DEFECTS

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

DELIVERY OF BID

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

Alabama, in the City of Fairhope offices, 555 South Section St., Fairhope, Al., unless otherwise specified.

DELIVERY

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

ENVIRONMENTAL REQUIREMENTS

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

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

EQUIPMENT DEMONSTRATION

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

EQUIPMENT ELECTRICAL CERTIFICATION

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

ERRORS IN BID

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

FORCE MAJEURE

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

HAZARDOUS AND TOXIC SUBSTANCES

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

INDEMNITY

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

INSPECTION

All materials, workmanship, equipment, and supplies are subject to inspection and test at any source or time. Final

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

INSPECTION OF PREMISES

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

INSURANCE

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

INVITATION TO BID

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

INVOICING, DELIVERY, PACKAGING

Invoices shall be prepared only after ordered materials have been delivered. All invoices must show the purchase order number. Unless otherwise specified in writing, vendors shall not ship any material without an authorized Purchase Order from the City of Fairhope Purchasing Department. All packages delivered must

show the purchase order number. The awarded vendor will be required to furnish all materials, equipment and/or service called for at the bid price quoted. In the event the awarded vendor fails to deliver within a reasonable period of time, as determined by the City of Fairhope, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original awarded vendor will be back charged the difference between the original contract price and the price the City of Fairhope has to pay as a result of the failure to perform by the original awarded vendor. All bids will remain firm for acceptance for 60 days from the date of bid opening. Prices shall be net F.O.B., Prepaid and Allow, City of Fairhope chosen site, Baldwin county, Al. The title and risk of loss of the goods will not pass to the City of Fairhope until receipt and acceptance takes place at the F.O.B. point.

LABELING

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

LOSS OR DAMAGE IN TRANSIT

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

MANDATORY SITE VISIT

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

MONITORING OF SERVICES

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

NONCONFORMING MERCHANDISE

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

NON-DESCRIMINATION

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

NON EXCLUSIVE

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

NOTIFICATION AND ACCIDENT REPORTS

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

PACKAGING

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

PAYMENT

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

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

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

PAYMENT WITHHELD

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

RECEIPT BY CITY OF FAIRHOPE

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

SET-UP AND INSTALLATION

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

SPILL CLEAN UP

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

PRODUCT TESTING

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

PATENTS

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

PACKAGING

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

PERMITS LICENSES AND CERTIFICATES

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

PREPARATION OF BID

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

QUESTIONS / CONTACT

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

REJECTION OF BIDS

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

RIGHT TO AUDIT

The awarded vendor shall maintain documentation of all work performed. The awarded vendor shall make any and all documentation available to the City of Fairhope at

all reasonable times, for inspections and audit by the City of Fairhope, during the entire term of the Contract / Agreement / Purchase Order and for a period of Three (3) years after the expiration of the Contract / Agreement / Purchase Order.

SAMPLES

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

SAFETY MEASURES

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

SUBSTITUTIONS

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

TABULATION

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

TAXES

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

TERMINATION FOR CONVENIENCE

Any Contract / Agreement / Purchase Order may be terminated for convenience by the City of Fairhope, in

Whole or in part, by written notification to the awarded vendor.

TERMINATION FOR DEFAULT

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

TERMINATION FOR NON-APPROPRIATION

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

TIME IS OF THE ESSENCE

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

TITLE

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

VENDOR LIST

A vendor may be removed from the City of Fairhope's Bidders List if a vendor fails to respond to three (3)

consecutive ITB's. A properly submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

WARRANTY

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

IMMIGRATION LAW

The Contractor agrees that it shall comply with all of the requirements of the **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535, Alabama Code (1975) Section 31-13-1, et. Seq.**, (also known as the Alabama Immigration Act) see Section 31-13-9, and the provisions of said Act, including all penalties for violation thereof, are incorporated herein.

Alabama Immigration Act Mandated Affidavits

1.0 Background

The **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535, 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. As a condition of or the award of a contract and as a term and condition of the contract with the City of Fairhope, in accordance with **Section 31-13-1 (a)** of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ. Hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. **Such business entity or employer shall provide a copy of such affidavit to the City of Fairhope as part of its bid or proposal for the contract along with documentation establishing that the business entity or employer is enrolled in the Federal E-Verify program.** The required affidavit forms are included herein.

2.0 Contract Requirements— Federal E-Verify

During the performance of the contract, such business entity or employer shall participate in the Federal E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are required of every subcontractor in accordance with **Section 31-13-9(c)** and shall maintain records that are available upon request by the City, state authorities or law enforcement to verify compliance with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with **Section 31-13-9(e)(1) & (2)** or in the case of a subcontractor, in accordance with **Section 31-13-9(f) (1) & (2)**.

2.01 Contracts Involving Subcontracting

“The Act also imposes requirements on subcontractors. It states that no subcontractor shall employ or continue to employ an unauthorized alien in the State of Alabama and that **all subcontractors shall attest to the above by sworn affidavit signed before a notary.** The subcontractor must also enroll in the Federal E-Verify Program prior to performing any work on the contract and shall attach to its sworn affidavit documentation establishing that the subcontractor is enrolled in the Federal E-Verify Program.

The City will not require contractors to submit the affidavits it acquires from its subcontractors. The proper affidavit for the contractor to acquire from its subcontractors is included herein in **AFFIDAVIT OF SUBCONTRACTOR**. The City considers these affidavits part of the contract documents and requires contractors to keep these affidavits on file and available for audit.

Under the Act, contractors can protect themselves from liability for violations of the Act by their direct subcontractors if they obtain the proper affidavits from their subcontractors. **AFFIDAVIT OF DIRECT SUBCONTRACTOR TO GIVE TO CONTRACTOR** sets out the proper affidavit for this purpose. **The City** does not require the contractor to obtain these affidavits from its subcontractors.

Alabama Immigration Act
AFFIDAVIT OF CONTRACTOR

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, personally appeared _____ (Affiant) who, being duly sworn says as follows:

As a condition for the award of any contract, grant, or incentive by the **City of Fairhope** to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____ (state position) for _____ (state business entity/employer/ contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. **{ATTACH DOCUMENTATION (FEDERAL MEMO OF UNDERSTANDING) ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE FEDERAL E-VERIFY PROGRAM}**.

Affiant

**STATE OF _____ }
COUNTY OF _____ }**

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

Given under my hand and Notary Seal on this ____ day of _____, _____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

Alabama Immigration Act

AFFIDAVIT OF SUBCONTRACTOR

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, personally appeared _____ (Affiant)
who, being duly sworn says as follows:

As a condition for the award of any contract, grant, or incentive by the **City of Fairhope** to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____ (state position) for _____ (state subcontractor name) said subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said subcontractor is enrolled in the E-Verify program. **{ATTACH DOCUMENTATION (FEDERAL MEMO OF UNDERSTANDING) ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE FEDERAL E-VERIFY PROGRAM}**.

Affiant

STATE OF _____ }
COUNTY OF _____ }

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

Given under my hand and Notary Seal on this ____ day of _____, ____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

Alabama Immigration Act

**AFFIDAVIT OF DIRECT SUBCONTRACTOR
TO GIVE TO CONTRACTOR**

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, personally appeared _____ (Affiant) who, being duly sworn says as follows:

I hereby attest that in my capacity as _____ (state position) for the direct subcontractor _____ (state business entity/employer/contractor name) said direct subcontractor has not knowingly employed, hired for employment, or continued to employ an unauthorized alien.

I further attest that I have verified each of the above-named direct subcontractor's employee's eligibility for employment. I further attest that I have in good faith complied with **Code of Alabama, Section 31-13-9(c)***.

Affiant

**STATE OF _____ }
COUNTY OF _____ }**

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

Given under my hand and Notary Seal on this ____ day of _____, _____.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

***Code Of Alabama, Section 31-13-9(c)** provides: "No subcontractor on a project paid for by contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity shall knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. The subcontractor shall also enroll in the Federal E-Verify program prior to performing any work on the project and shall attach to the sworn Affidavit documentation establishing that the subcontractor is enrolled in the E-Verify program."

INVITATION SUMMARY
RFQ 010--12
HVAC Preventative Maintenance Program (FPL)

Invitation for RFQ #:

**010-12 HVAC Preventative
MaintenanceProgram (FPL)**

Issue Date:

05/14/2012

Bid Bond Requirements:

WAIVED

Certificate of Insurance Requirements:

See Standard Terms and Conditions

Pre-Bid Meeting:

05/21/2012 9:00 am

Deadline for Questions Date:

05/22/2012

RFQ Closing Date:

05/25/2012

City Internet Site:

www.cofairhope.com

Bid Response Copies to send:

1

Purchasing Department Contact:

Daniel P Ames, Purchasing Manager

Dan.ames@cofairhope.com

(251) 928-8003

END OF INVITATION SUMMARY

BIDDER INFORMATION

Print, complete and turn in with your bid response

RFQ 010-12 HVAC Preventative Maintenance Program (FPL)

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 [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 ___

Name of Contact _____

Email _____ Phone _____

END OF BIDDER INFORMATION SECTION