

REQUEST FOR PROPOSALS (RFP)
FOR
BID NO. 021-12
RFP FOR LANDSCAPING SERVICES
FOR
THE FAIRHOPE AIRPORT AUTHORITY

BID ASSISTANCE PROVIDED BY

CITY OF FAIRHOPE

FAIRHOPE CITY COUNCIL

Timothy M. Kant, Mayor

Lonnie Mixon, Council President

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ITEM I
INVITATION
REQUEST FOR QUOTATIONS

APRIL 4, 2012

As assistance to the Fairhope Airport Authority in the solicitation of this Request For Proposals (RFP), sealed proposals will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, until 2:00 p.m. April 24, 2012, and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the Fairhope Airport Authority and described as follows:

Bid Number 021-12 RFP FOR LANDSCAPING SERVICES FOR AIRPORT AUTHORITY

RFP documents will be posted on the City of Fairhope Website: www.cofairhope.com or a copy may be obtained by e-mailing: dan.ames@cofairhope.com. Specifications are on file and may be seen in the Purchasing Department of the City of Fairhope, Alabama, 555 S. Section Street. Prior to opening, RFP packages may be picked up at that location during normal operation, between 7:00 am and 4:00 pm local time.

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

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

THERE WILL BE A NON-MANDATORY PREBID MEETING on April 17, 2012, at 10:00AM, at the City of Fairhope Airport, 8600 County Road 32, Fairhope, Al. 36532.

The Fairhope Airport Authority 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 Fairhope Airport Authority also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

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

The Contractor must furnish to the Fairhope Airport Authority at the time of the signing of the contract a certificate of insurance coverage, which will include comprehensive insurance, Contractor's Automobile Liability Insurance, and where applicable, Owner's Protective Liability insurance, subcontractor's public liability and property damage insurance. The right is reserved to reject any and/or all proposals and any portion thereof, and to waive informalities and to furnish any item of material or work to change the amount of the Contract. Failure to observe the instructions contained herein will constitute grounds for rejection of your proposal.

The company that is awarded the bid must have Workman's Compensation Insurance on all of its employees if work is to be performed on Fairhope Airport premises. General Liability Insurance, specifying coverage, must be maintained to hold the Fairhope Airport Authority harmless in the event of an accident. See bid packet for details.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, the awarded vendor, if non-resident of the State, and if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama. Bidder must have a current business license or purchase a business license with the City of Fairhope prior to work performed. No proposals shall be withdrawn for the period of thirty (30) days subsequent to the opening of proposals without the consent of the Fairhope Airport Authority of Fairhope, Alabama, Baldwin County, Alabama.

Daniel P. Ames,
Purchasing Manager
Posted 04-03-12

ITEM II

INSTRUCTION TO BIDDERS

1. PREPARATIONS FOR PROPOSALS:

Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the invitation, these instructions, and instruction printed on the forms is necessary. Special care should be exercised in the preparation of bids. Bidders 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 bid form shall be suitably filled in.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY FAIRHOPE AIRPORT AUTHORITY:

3.

- a. The Fairhope Airport Authority, Alabama, will not furnish any labor, material, or supplies unless specifically provided for in the Contract documents.

3. SIGNATURE TO PROPOSALS:

- a. 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 individual signing. When requested by the Fairhope Airport Authority, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

4. ALTERNATE PROPOSALS:

- a. Alternate proposals will not be considered unless called for.

5. CORRECTIONS:

- a. Erasures or other changes in the proposals must be explained or noted over the signature of the bidder.

6. OWNER:

- a. Where the word "Owner" appears herein, the same refers to Fairhope Airport Authority, and includes, its governing body.

7. INSURANCE:
 - a. The insurance policies of any insurance company shall be an admitted carrier by the State of Alabama, will be accepted as insurance as required for any bid or contract. See the instructions (VII) hereinafter contained with respect to the type, form, and amounts of required insurance policies.
8. MARKING AND MAILING PROPOSALS:
 - a. Mark and mail proposals per the instructions in Item I, Advertisement for Request for Proposals (RFP).
9. TIME FOR RECEIVING PROPOSALS:
 - a. Proposals received prior to the time of opening will be securely kept, unopened. The Owner will decide when the specified time has arrived. No responsibility will attach to the City of Fairhope, or Fairhope City Council, or Fairhope Airport Authority for the premature opening of a proposal not properly addressed or identified. Unless specially authorized, telegraphic proposals will not be considered.
10. WITHDRAWAL OF PROPOSALS:
 - a. Proposals may be withdrawn on written or telegraph request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.
11. BIDDERS PRESENT:
 - a. At the time fixed for the opening of proposals, their contents will be made public for the information of bidders and others properly interested who may be present either in person or by representation.
12. AWARD OR REJECTION OF PROPOSALS:
 - a. The Contract will be awarded to the lowest responsible bidder complying with conditions of the request for proposal, provided his bid is reasonable and it is in the interest of the Owner to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the interest of the Owner. It also reserves the right to reject the proposal of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.
 - b. Local vendors, within the city limits of the City of Fairhope, will have a 3% favorable allowance in all proposals.
13. ERRORS IN PROPOSALS:
 - a. Bidders or their authorized agents are expected to examine the specifications and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk, and he cannot secure relief on the plea of error in the proposal. In case of error in the extension of prices, the unit price will govern.

14. CONTRACT AND BOND:

- a. The bidder to whom award is made must, when requested, enter into written contract within the period specified, or, if no period be specified, within 15 days after the required forms are presented to him for signature.

15. COLLUSION:

- a. If there is any reason for believing that collusion exists among the Bidders any or all proposals may be rejected, and those participating in such collusion may be barred from submitting proposals on the same or other work with the Fairhope Airport Authority.

16. SUBLETTING OR ASSIGNING OF CONTRACT:

- a. Limitations: The Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the contract, his right, title or interest therein, of his power to execute such contract, to any person, firm or corporation without written consent of the Fairhope Airport Authority, and such written consent shall not be construed to relieve the Contractor of any responsibility for fulfillment of the contract. 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 work.

Proposal Terms and Conditions

1. The Proposal must be signed and dated by a duly authorized representative of the vendor's company who is authorized to negotiate contracts and bind the vendor. Proposals must state the representative's name and title, and the vendor's legal name and the vendor's address, telephone and facsimile numbers and e-mail address, and the name of the person who may be contacted during the evaluation of Proposals, if necessary.
2. The vendor selected to enter into a contract with the Fairhope Airport Authority must be licensed to do business in the City of Fairhope prior to commencement of any work under the contract
3. Each respondent shall disclose in its Proposal any potential conflict of interest with respect to the respondent's Proposal. For purposes hereof, a "conflict of interest" shall include any real or seeming incompatibility between the private interests of a respondent, or any of its principals, employees or agents, and the public interests or fiduciary duties of such respondent or person.
4. The submitted Proposal must follow the rules and format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all Proposals. Failure to complete any portion of this request may result in rejection of a Proposal.
5. Proposals should respond to all requirements of this RFP to the maximum extent possible. Vendors are asked to clearly identify any limitations or exceptions to the requirements inherent in the proposed system. Alternative approaches will be given consideration, if the approach clearly offers the Fairhope Airport Authority increased benefits.
6. By submitting a RFP the vendor agrees to participate in the selection process as described in this document.
7. Proposals received by the Fairhope Airport Authority shall become a matter of public record and subject to public inspection. If a vendor desires to keep certain information confidential, shall information shall be clearly marked in capital letters as "CONFIDENTIAL"; provided, however, and anything in this RFP to the contrary notwithstanding, each vendor understands and acknowledges that the Fairhope Airport Authority shall only keep information confidential to the extent it is permitted to do so under applicable law and the Fairhope Airport Authority cannot, and does not, make any representation or warranty with respect to maintaining the confidentiality of any information submitted

response to this RFP. The Fairhope Airport Authority further disclaims any liability arising from or related in any way to the disclosure of any such confidential information and, by submitting a Proposal in response to this RFP, a respondent shall be deemed to have waived and released the Fairhope Airport Authority from any such liability.]

8. No representations, negotiations, decisions, or actions shall be relied upon by the vendor as a result of any discussions with a City of Fairhope, or Fairhope Airport Authority official, employee and/or consultant. Only those instructions provided in written form from the contact specified in the bid packet may be relied upon. Also, the Fairhope Airport Authority will only consider written and signed requests from vendors.
9. The City, nor the Fairhope Airport Authority shall not be liable for any pre-contract costs incurred by interested vendors participating in the selection process, including, but not limited to, any costs associated with Proposals submitted in response to this RFP or any costs associated with meetings, travel, or negotiations.
10. Responses submitted to this RFP shall become the property of the Fairhope Airport Authority and will not be returned.
11. The Fairhope Airport Authority reserves the right to amend this RFP by addendum, at any time, in its sole and absolute discretion, including, but not limited to, the schedule set forth herein, and the Fairhope Airport Authority will furnish such addenda as may be issued to those vendors being furnished with a copy of this RFP.
12. All questions and requests for clarification or interpretation must be made in writing and directed to the contact listed herein. All answers to questions, clarifications and interpretations of this RFP shall be made only by addendum issued by the City. The Fairhope Airport Authority will furnish such addenda as may be issued to those vendors being furnished with a copy of this RFP.
13. Each addendum issued by the Fairhope Airport Authority will be transmitted either by email, facsimile, United States Mail or other courier service. Any addendum so issued shall be considered a part of this RFP and each respondent shall acknowledge in its Proposal receipt of all addenda. Failure to include such acknowledgement in a Proposal may be grounds for disqualifying the vendor from further consideration.
14. The contents of each vendor's Proposal, including technical specifications for for the proposed services shall remain valid for a minimum of ninety (90) calendar days from the Proposal due date, and the Proposal may not be withdrawn during said ninety (90) day period without the prior written consent of the City.
15. The City, if it selects a vendor through this RFP process, will award a contract to a single vendor for all provisions of the RFP. Vendors may provide a Proposal that includes subcontractors, but the Fairhope Airport Authority will enter into a single agreement with one vendor acting as the prime contractor. The prime contractor will be responsible for fulfillment of all obligations under the contract, including but not limited to, the timeliness, quality, and deliverables provided by any subcontractors under the prime contractor's agreement.
16. Commencing with the issuance of this RFP, no vendor or anyone acting on a vendor's behalf, shall make direct or indirect contact with City, or Fairhope Airport Authority personnel or undertake any activities or take any action to otherwise promote its Proposal to the Fairhope Airport Authority or its personnel. All communications shall be made to the contact identified herein. Violation of this requirement may, at the Fairhope Airport Authority sole and absolute discretion, be grounds for disqualifying a vendor from further consideration. By submitting a Proposal in response to this RFP,

17. each vendor expressly represents that they have taken no exception to any term, condition, obligation or requirement contained in this RFP, unless such exception is clearly and expressly stated in its Proposal. Each vendor further represents that they will report immediately to the Fairhope Airport Authority in writing any errors, inconsistencies, ambiguities, or terms which limit competition or which or otherwise unlawful that they discover in this RFP and supporting documentation.
18. The Fairhope Airport Authority may make such independent investigations as it deems necessary to determine the capability of any vendor to perform the work, and each vendor shall furnish to the Fairhope Airport Authority all such information and data for this purpose as the Fairhope Airport Authority may request. Failure to furnish such information in a timely manner may be grounds for disqualifying the vendor from further consideration.
19. Anything in this RFP to the contrary notwithstanding, the Fairhope Airport Authority reserves the right at all times and in its sole and absolute discretion, to do any one or more of the following: (i) cancel this RFP, at any time; (ii) reject any and all proposals that may be submitted; (iii) negotiate with one or more of the respondents submitting Proposals until such time as a definitive agreement is reached with a respondent or until the Fairhope Airport Authority determines to discontinue negotiations.

Schedule

The following is the current schedule as defined by the Fairhope Airport Authority:

Selection Process Step	Date(s)
Release and Issuance of the Request for Proposal (RFP)	04/03/12
Proposals Due	04/24/12
Non Mandatory Pre-Bid meeting	04/17/12
Final Vendor Selection	04/30/12
Fairhope Airport Authority Approval	05/04/12
Begin Implementation	05/21/12
Complete Implementation	05/21/13

Please provide one (1) original and four (4) copies of the Response/Proposal.

ITEM III

RESPONSE FORM

Date: ____/____/____

Bid Number 021-12

Bid Name: RFP FOR LANDSCAPING SERVICES FOR AIRPORT AUTHORITY

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

The Contractor agrees to complete all the work within timeframe stated in contract, unless other arrangements are a Base bid 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

BUSH HOG/MOW SERVICES

Bid	LABOR -- RATE PER HOUR	\$ _____
Bid	EQUIPMENT -- RATE PER HOUR	\$ _____
Bid	COMPLETE BUSHOG / MOW SERVICES PER EACH SERVICING AS DESCRIBED HEREIN	
	Per service bid	\$ _____

HERBICIDE SPRAYING SERVICES

Bid	LABOR -- RATE PER HOUR	\$ _____
Bid	EQUIPMENT -- RATE PER HOUR	\$ _____
Bid	COMPLETE ANNUAL HERBICIDE SPRAYING	
	Total Annual Bid	\$ _____

PESTICIDE SERVICES

Bid	LABOR -- RATE PER HOUR	\$ _____
Bid	EQUIPMENT -- RATE PER HOUR	\$ _____
Bid	COMPLETE ANNUAL PESTICIDE SPRAYING	
	Total Annual Bid	\$ _____

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

ADDENDUM NO.	DATE ISSUED	ADDENDUM NO.	DATE ISSUED
_____	_____	_____	_____
_____	_____	_____	_____

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 _____, 20_____.

If Individual

(Name of Individual or Partnership) (Name of Partner Print)

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

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

(Address)

(Address)

(Address)

Phone Number () _____ Fax Number () _____
Primary e-mail address _____
Alabama Contractor's License No. _____

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 _____

THIS MUST BE NOTARIZED!

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 IV

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ of
(Name of Contractor)

_____ of
(Address)

as Principal, and _____ of
(Name of Surety)

_____, as Surety, are held
(Address)

WAIVED

firmly bound unto FAIRHOPE AIRPORT AUTHORITY, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of FIVE PERCENT (5%) OF _____ lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for

Bid Number 021-12 RFP FOR LANDSCAPING SERVICES FOR AIRPORT AUTHORITY

The Conditions of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, than this obligation to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered Date _____

(Contracting Firm)

(Principal)

(Witness as to Principal)

_____ (SEAL)
(Name of Surety)

(Witness to Surety)

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY

ITEM V
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 Fairhope Airport Authority, 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:

Bid Number 021-12 RFP FOR LANDSCAPING SERVICES FOR AIRPORT AUTHORITY

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 there
under 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.

Signed and Sealed this ____ day of _____, 2012.

(Individual principals sign here)

Business Name _____

(Individual principal's signature) _____(SEAL)

(Individual principal's printed name) _____(SEAL)

(Individual principal's signature) _____(SEAL)

(Individual principal's printed name) _____(SEAL)

(Individual principal's signature) _____(SEAL)

(Individual principal's printed name) _____(SEAL)

In the presence of:

(Witness) _____

(Witness) _____

(Corporate principal signs here)

(Corporation Name) _____

(Corporate principal's signature) _____

(Corporate principal's printed name) _____

(Attest) _____

(Surety signs here) _____

(Witness to Surety) _____

ITEM VI

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ as Principal, and

_____ as Surety, are held and firmly bound unto said Fairhope Airport Authority 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 with said Obligee, dated _____ 20____. (Hereinafter called the Contract) for **Bid Number 021-12 RFP FOR LANDSCAPING SERVICES FOR AIRPORT AUTHORITY** 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 attorneys' 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 Fairhope Airport Authority or their successors or representatives 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".

Signed and Sealed this _____ day of _____, 20_____.

(Individual principals sign here)

Business Name _____

(Individual principal's signature) _____(SEAL)

(Individual principal's printed name) _____(SEAL)

(Individual principal's signature) _____(SEAL)

(Individual principal's printed name) _____(SEAL)

(Individual principal's signature) _____(SEAL)

(Individual principal's printed name) _____(SEAL)

In the presence of:

(Witness) _____

(Witness) _____

(Corporate principal signs here)

(Corporation Name) _____

(Corporate principal's signature) _____

(Corporate principal's printed name) _____

(Attest) _____

(Surety signs here) _____

(Witness to Surety) _____

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
 - o Blanket Contractual Liability
 - o Explosion, Collapse and Underground hazards
 - o Broad Form Property Damage
 - o 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 Fairhope Airport Authority **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.

ITEM VIII
SCOPE OF WORK AND SPECIFICATIONS
FOR
BID NO. 021-12 RFP FOR LANDSCAPING SERVICES
FOR
THE FAIRHOPE AIRPORT AUTHORITY

SCOPE

The attached specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of the Fairhope Airport Authority regarding this bid; said specifications should be so considered by the bidders. The use of specific names is not intended to restrict the bidder or any seller or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment best suited for the Fairhope Airport Authority. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work by the bidder and at the bidder's sole expense, the same as if indicated and specified.

Minimum specifications MUST be met. Additional features and/or capabilities not included in the specifications may be included in the bid.

The Fairhope Airport Authority reserves the right to reject any or all bids for any reason.

QUOTE EVALUATION:

Each response will be reviewed prior to the selection process for completeness and adherence to format. Failure to complete all instructions and supply all required submittals may result in the vendor being declared non-responsive.

The services described herein outline the precise scope of work that is to be performed by the successful bidder at the Fairhope Airport for the contractual period of one (1) year. Although the contractual period covers one (1) calendar year, the nature of the work involved will generally cover a time frame between March and November of the same year.

Technical Scope of Services:

1. Bush hog/mow the entire property within the confines of the perimeter security fence, with the exception of the three(3) small areas maintained by Teledyne.....a minimum of 7 times/year(+/- every 40 days) and up to 9 times per year(+/- every 30 days).
2. Bush hog/mow the fuel farm field(West of the Fire Station)....outside of the perimeter fence.....a minimum of 7 times/year(+/- every 40 days) and up to 9 times per year(+/- every 30 days).
3. Bush hog/mow the field on the North West corner of the Airport, West of the Airport entrance road and North to C.R. 32.....a minimum of 7 times/year(+/- every 40 days) and up to 9 times per year(+/- every 30 days).
4. Bush hog/mow the right-of-way along C.R. 32, East of the Airport entrance road, outside and North of the perimeter security fence.....a minimum of 7 times/year (+/- every 40 days) and up to 9 times per year(+/- every 30 days).
5. Bush hog/mow the area West of the Airport AWOS, outside of the perimeter security fence.....a minimum of 7 times/year (+/- every 40 days) and up to 9 times/year(+/- every 30 days).
6. Apply by spray, Round-Up herbicide to the entire base of the perimeter security fence.....1 time per year, as directed by the Airport Authority or its designated representative.

7. Apply by spray, Round-Up herbicide to runway, taxiways and aircraft parking areas inside of the perimeter security fence....1 time per year, as directed by the Airport Authority or its designated representative.
8. Apply by spray, Round-Up herbicide around the base of all runway lights, taxiway lights, PAPI lights, VASI lights, Marker lights and the wind sock area inside of the perimeter security fence.....2 times per year, as directed by the Airport Authority or its designated representative.
9. Apply by spray, Round-Up herbicide around all hangars, parking lots and the fuel farm. Also included in the spraying would be the tree line in the Northwest field as described in Item 3 of this document.
10. The Contractor will maintain a pest control program for the elimination of ant infestation around all airport runway/taxiway lighting systems. Please be specific in your proposal as to how this program will be engaged and managed.
11. The Airport Authority, or it's designee, retains the right to request additional services as required under this contract. Labor and equipment rates for additional services will be paid at the Contractors quoted rates as displayed on the bid sheet. Material costs for additional work will be negotiated with the Airport Authority as the need arises.
12. Provide Material Safety Data Sheets (MSDS) for all chemicals and materials supplied, for which MSDS are available.
13. Provide copies of herbicide and pesticide training and licensing certifications, for all Contractor and Subcontractor employees that will engage in the provision and application of the required herbicides and pesticides.
14. All Contractors submitting proposals in response to this document will furnish a copy of their current City of Fairhope business license and a current Chemical Applicators license attached to their completed RFP document. All employees of said Contractor shall possess, and maintain on their person at all times, the appropriate licensure for the operation of machinery/equipment for which they are operating. There shall be at least one employee on each Contractors crew that speaks fluent English.
15. All Contractor employees performing work within the City limits of Fairhope are required to wear reflective traffic vests at all times while performing work on/in/within rights-of-way listed in this document. As well, all Contractor equipment being used within our rights-of-way will have at least one(1) amber strobe light and one(1) clear strobe light in operation at all times. All employees of Contractor shall wear a badge on their person at all times, on which shall be the name of the Contractors company, the employee full name and effective employment date with the Contractor while performing work under this contract.
16. The Contractor shall bill the Fairhope Airport Authority on the first of each month for the services provided for the previous month, i.e. submit a bill February 1st for services performed January 1st through January 31st.
17. After reasonable notice to the Contractor, the Fairhope Airport Authority may review any of the Contractors internal records, reports or insurance policies applicable to the contract, during the term of this contract.
18. The Contractor will provide the required services, and will not subcontract or assign the services without written approval by the Fairhope Airport Authority.
19. Both the Contractor and the Fairhope Airport Authority agree that the Contractor is neither an employee nor an agent of the Fairhope Airport Authority for any purpose

SPECIFICATIONS:

- 1 If it is necessary to bid alternate product, or to take exceptions to the specifications as set forth, this must be so stated in your bid. For each item, please place an X in the appropriate space (Yes__ No__) to signify whether or not you are in complete compliance with the specification. Failure to follow the format or answer the specification may cause your bid to be disqualified. If you need extra space to describe your product, please attach extra sheets. When doing this, be sure your description references the appropriate question number.

- 2 Bidder will furnish all necessary materials, equipment and labor required to execute the work as described in the FAIRHOPE AIRPORT LANDSCAPING SCOPE OF SERVICES.
 All Parts Comply Not All Parts Comply
- 3 Bidder understands that his/her attendance at the pre-bid meeting is **NON-MANDATORY**.
 All Parts Comply Not All Parts Comply
- 4 Bidder will submit a list of large, active working commercial accounts, and/or experience in grounds maintenance for airports.
 All Parts Comply Not All Parts Comply
- 5 All maintenance, parts of equipment to be the responsibility of bidder and all equipment is to be provided by company awarded bid. The Airport Authority will not be responsible for upkeep, parts, replacement, and liability of equipment or its employees.
 All Parts Comply Not All Parts Comply
- 6 Successful bidder will install the appropriate amber LED strobe beacon on all equipment operating **within** the perimeter of the Airport security fence.
 All Parts Comply Not All Parts Comply

END
SCOPE OF WORK AND SPECIFICATIONS

CONTRACT

THIS CONTRACT, entered into this ____ day of _____, 2012, by the Fairhope Airport Authority of Baldwin County, Alabama, hereinafter called the "**Owner**", Party of the First Part, and _____, a corporation organized and existing under the laws of the State of Alabama, hereinafter called the "**Contractor**", Party of the Second Part, on the

Bid Number 021-12, RFP FOR LANDSCAPING SERVICES FOR THE FAIRHOPE AIRPORT AUTHORITY

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

1. The contract consists of all of the items contained within this contract, the associated bid package, addenda, amendments drawings, charts and appendices, if any.
2. The **CONTRACTOR** shall perform all the **WORK** described herein.

WITNESSETH: That the parties hereto do mutually agree as follows:

1. **DURATION:**

The term of the Agreement shall be for a period of ONE (1) year from the signing date of contract, with the option to renew bid or contract for TWO (2) additional years thereafter in ONE (1) year increments if terms and conditions, including pricing remain the same, and both parties are in agreement to renewing the bid or contract.

Therefore, the Contract will begin on _____, 20__ , and terminate on _____, 20__

2. **ORDERING:**

- a. Fairhope Airport Authority will order the initiation of WORK by issuing a Notice To Proceed to the awarded bidder.
- b. The mobilization period will be from date of contract execution to ___/___/____. Contractor will begin physical services ___/___/____.
- c. Other work outside the scope and specifications will be ordered by Purchase Orders specific to the events.

PAYMENT:

a. **Compensation:**

- i. Payment shall be based upon the rates set forth in the awarded bidder's "bid response" form.

b. **Invoices:**

i. **Invoices for Routine Services**

For routine services, the Contractor will submit to the Owner, monthly invoices. Contract name must be referenced on all communications including signed delivery / service tickets and invoices.

ii. **Invoices for Non-Routine work**

For other work outside the scope of routine, Contractor is to invoice Owner upon completion of work specified. Submittal will include signed delivery / service tickets and invoices.

iii. **Send Invoices to:**

**Treasurer, Fairhope Airport Authority
P.O. Box 429
Fairhope, AL 36533**

c. **Payment of Invoice:**

- i. All invoices received by the Owner are payable within thirty (30) days from the date of receipt by the Owner, provided they are approved by the Owner.

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 Agreement 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 Fairhope Airport Authority facilities, or another contractor or another contractor's work.

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

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 attorney's fees for trial and on appeal, of any kind

and nature, arising or growing out of, or in any way connected with the performance of this Agreement, 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 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 in writing immediately and furnish, without delay, copies of all such accident reports to the Owner. If 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.

4. **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.
 - i. The Owner has a right to terminate for default if the contractor fails to make delivery of material or does not perform the work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provision of the Agreement.
 - ii. Failure on the part of the Contractor to deliver or perform the Work within the time specified, or within a reasonable time as determined by the Owner, or failure on the part of the Contractor to make replacements of rejected articles, or Work when so requested, immediately or as directed by the Owner, shall constitute authority for the Owner to purchase in the open market, articles or Work of comparable grade to replace the articles or Work rejected, not delivered or completed. On all such purchases, the Contractor shall reimburse the Owner within a reasonable time specified by the Owner for any expense incurred in excess of Agreement prices.
 - iii. Such purchases shall be deducted from the Agreement sum. If public necessity demands it, the Owner reserves the right to utilize services or use and/or consume articles delivered, which are standard in quality, subject to an adjustment of price to be determined by the Owner.
- b. **Termination for Convenience:** Owner has the absolute right to terminate the Agreement upon "Award of Contract" to another Contractor, to perform major work referenced herein. In such event, payment due on the date of cancellation of the Agreement by Owner shall be paid by 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.

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 or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction of, in whole or in part, equipment or manufacturing plant, lack of ability to obtain raw materials, labor, fuel or supplies for any reason or any other causes, contingencies or circumstances not subject to the Owner's 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 Agreement, 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 Agreement for their own convenience.**

8. INSURANCE REQUIREMENTS:

- a. Contractor at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the Fairhope Airport Authority at limits and coverages specified herein. The Fairhope Airport Authority 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 Contractor.
- b. 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 Owner for prior approval.
- c. **NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAVE BEEN RECEIVED BY THE OWNER.**

- h. 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.
- i. Certificate of Insurance

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the Fairhope Airport Authority **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 Owner.

9. ACCEPTANCE OF WORK:

- a. The Owner will be deemed to have accepted the Work after the Owner agrees in writing, the work is completed. In the event Work furnished under the Agreement is found to be defective or does not conform to the intent of the Agreement, the Contractor shall correct the deficiency before the publication date. 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 Agreement 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 Agreement, whether observed before or after completion of the Work. The Contractor shall bear all costs of correcting such rejected Work.

11. 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. Where necessary, the Contractor shall post signs warning against hazards in and around the Work site.

12. EXTRA WORK AND ASSOCIATED COSTS:

- a. **Changes in the Work:** The Owner, without invalidating the Agreement, may order changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revision, the Agreement 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 Agreement or a separate Change Order, or Purchase Order, and shall be executed under the applicable conditions of the Agreement.

13. FAMILIARITY WITH THE WORK:

- a. The Contractor, by executing this Agreement, 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 Agreement by the Contractor serves as his stated commitment to fulfill all requirements and conditions referred to in this Agreement.

14. CONTRACTOR LIABILITY:

- a. Nothing in this Agreement shall be construed to mean that the Contractor assumes any liability for damages or otherwise, on account of accidents to persons or property, except those resulting from negligence on the part of the Contractor or its agents, servants, employees and subcontractors.

15. MISCELLANEOUS PROVISIONS:

- a. The Contractor shall not employ Subcontractors without the express written permission of the Owner or its agents, servants, employees and subcontractors.
- b. The Contractor shall not assign the Agreement 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 Agreement 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 Agreement.
- 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 Agreement is considered a non-exclusive Agreement between the parties.
- g. This Agreement 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 Agreement shall be heard in the Courts of Baldwin County, Alabama.
- i. This Agreement, contains all terms and conditions agreed upon by the Owner and Contractor. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- j. 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.

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

FAIRHOPE AIRPORT AUTHORITY, FAIRHOPE, ALABAMA

BY: _____
CHARLES ZUNK, Chairman
Fairhope Airport Authority

ATTEST: _____
DAVID BAGWELL, Legal Counsel for Fairhope
Airport Authority

STATE OF ALABAMA}
COUNTY OF BALDWIN}

I, the undersigned authority in and for said State and County, hereby certify that CHARLES ZUNK as Chairman, Fairhope Airport Authority and DAVID BAGWELL as Legal Counsel for the Fairhope Airport Authority, whose names are 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 date the same bears date.

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

Notary Public
My Commission Expires _____

(Name of Contractor)

ATTEST: _____

BY: _____
(Contractor's Representative)

ITS: _____
(Representative's Title)

If applicable, fill in data below

Alabama General Contractor's License Number: _____

**CONTRACTOR'S STATE OF ALABAMA
FOREIGN VENDOR REGISTRATION
NUMBER (Required of out-of-state-vendors):** _____

Notary for Contractor

STATE OF ALABAMA}

COUNTY OF BALDWIN}

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 Notaries Seal on this ____ day of _____, _____.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

ITEM X

FAIRHOPE AIRPORT AUTHORITY, ALABAMA

STANDARD TERMS AND CONDITIONS

ACCEPTANCE OF AGREEMENT

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

ACCEPTANCE OF WORK

The Fairhope Airport Authority will be deemed to have accepted the Work after the Fairhope Airport Authority 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 Fairhope Airport Authority, correct the deficiencies. Failure on the part of the awarded vendor to properly correct the deficiencies within the time period allowed will constitute the Fairhope Airport Authority'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 Fairhope Airport Authority 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 Fairhope Airport Authority. The awarded vendor shall not assign any payment due them hereunder, without the express written permission of Fairhope Airport Authority. The Fairhope Airport Authority 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 Fairhope Airport Authority to accept it. The

bidder to whom the award is made will be notified at the earliest possible date. The Fairhope Airport Authority, 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 Fairhope Airport Authority.

BACK ORDERS

If it is necessary to back order any items, the vendor must notify the Fairhope Airport Authority and advise as to the expected shipping or delivery date. If this date is not acceptable, the Fairhope Airport Authority 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 Fairhope Airport Authority 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 Fairhope Airport Authority 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 Fairhope Airport Authority 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 Fairhope Airport Authority 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 Fairhope Airport Authority. A term contract, lease or agreement can be canceled by the Fairhope Airport Authority, 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 acknowledge 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 Fairhope Airport Authority of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St., Fairhope, Al., unless otherwise specified.

DELIVERY

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

ENVIRONMENTAL REQUIREMENTS

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

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

EQUIPMENT DEMONSTRATION

The Fairhope Airport Authority may require equipment/product materials or

service techniques to be demonstrated at a time, date and location to be specified by the Fairhope Airport Authority.

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 Fairhope Airport Authority 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 Fairhope Airport Authority.

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 Fairhope Airport Authority 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 Fairhope Airport Authority, 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 Fairhope Airport Authority. 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 Fairhope Airport Authority will reject the goods and the awarded vendor shall immediately supply goods meeting specifications or the Fairhope Airport Authority 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 Fairhope Airport Authority. 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 Fairhope Airport Authority 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 Fairhope Airport Authority 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 Fairhope Airport Authority. 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 Fairhope Airport

Authority, 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 Fairhope Airport Authority 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, Fairhope Airport Authority chosen site, Baldwin County, Al. The title and risk of loss of the goods will not pass to the Fairhope Airport Authority until receipt and acceptance takes place at the F.O.B. point.

LABELING

Individual shipping cartons shall be labeled with the name "Fairhope Airport Authority", 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 Fairhope Airport Authority. Any claim for loss or damage incurred during delivery shall be between the vendor and the carrier. The Fairhope Airport Authority accepts title only after satisfactory receipt at the delivery point. The Fairhope Airport Authority 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 Fairhope Airport Authority 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 Fairhope Airport Authority, 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 Fairhope Airport Authority.

MONITORING OF SERVICES

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

NONCONFORMING MERCHANDISE

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

NON-DISCRIMINATION

The Fairhope Airport Authority 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 Fairhope Airport Authority immediately and furnish, without delay, copies of all such accident reports to the Fairhope Airport Authority. If in the performance of their Work, the awarded vendor fails to immediately report an accident to the Fairhope Airport Authority, of which the awarded vendor has knowledge of and which results in a fine levied against the Fairhope Airport Authority then the awarded vendor shall be responsible for all fines levied against the Fairhope Airport Authority.

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:

**Treasurer, Fairhope Airport Authority
P.O. Box 429
Fairhope, AL 36533**

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

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 FAIRHOPE AIRPORT AUTHORITY

If not otherwise stated in the order, the Fairhope Airport Authority 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 Fairhope Airport Authority 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 Fairhope Airport Authority, 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 Fairhope Airport Authority. 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 Fairhope Airport Authority 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 Fairhope Airport Authority 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 Fairhope Airport Authority, 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 Fairhope Airport Authority at all reasonable times, for inspections and audit by the Fairhope Airport Authority, 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 Fairhope Airport Authority 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 Fairhope Airport Authority'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 Fairhope Airport Authority 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 Fairhope Airport Authority, in whole or in part, in writing, whenever the Fairhope Airport Authority 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 Fairhope Airport Authority 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 Fairhope Airport Authority's funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

TIME IS OF THE ESSENCE

The Fairhope Airport Authority 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 Fairhope Airport Authority, Title shall change upon acceptance of delivery at the Fairhope Airport Authority approved delivery location.

VENDOR LIST

A vendor may be removed from the Fairhope Airport Authority'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 Fairhope Airport

Authority, 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 Fairhope Airport Authority. 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 REQUIREMENTS

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.

SUPPLEMENT "A"

QUALIFICATIONS

SUPPLEMENT “B”

REFERENCES