

**CITY OF FAIRHOPE  
BID INVITATION**

January 9, 2012

**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. January 26, 2012, and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:**

**Bid Number 004-12, GOLF CART LEASE 2012 rev1**

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](mailto:dan.ames@cofairhope.com), Seventy Two (72) hours prior to the bid opening or will be forever waived.

All bids must be on blank forms provided in the Bid Documents. **BID BOND IS WAIVED.**  
**THERE WILL BE NO PRE-BID MEETING.**

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

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

Failure to observe the instructions contained herein will constitute grounds for rejection of your bid. The City reserves the right to accept or reject all bids or any portion thereof whichever is in the best interest of the City of Fairhope.

The company that is awarded the bid must have Workman's Compensation Insurance on all of its employees if work is done on City premises. General Liability Insurance must be maintained to hold the City harmless in the event of an accident. Proof of Workman's Compensation Insurance if work is done on City premises and General Liability Insurance specifying coverage must accompany this bid packet. See specifications 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, non-residents of the State if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama. Bidder must have a current business license or purchase a business license with the City of Fairhope prior to bid being awarded.

Daniel P. Ames,  
Purchasing Manager

Posted 1-09-2012

# GENERAL REQUIREMENTS

## AWARD OR REJECTION OF BIDS

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

## COMPLIANCE

1. All bid components will comply with all Federal, State and Local laws, ordinances, codes and regulations.
2. The awarded vendor will be responsible for insuring that all items meet specifications before delivery.
3. Awarded vendor will make no substitutions for bid items without prior written approval of the City of Fairhope Purchasing Department.

## ORDERING

1. The City of Fairhope Purchasing Department will execute a contract with the awarded vendor for bid items as needed.
2. If awarded vendor fails to fill the order or deliver on time, the City of Fairhope reserves the option to procure needed, comparable items from any source, and bill the awarded vendor for associated expenses generated by such failure.

## PACKAGING & DELIVERY

1. Deliver bid items to City of Fairhope Warehouse, 555 South Section Street, Fairhope, AL, or other designated City site, maintaining product in proper state, undamaged.
2. At point of delivery, awarded vendor will present an itemized delivery ticket **with the Bid Number clearly referenced thereon**, to City of Fairhope receiving personnel for signing.
3. F.O.B. to City of Fairhope, as directed.
4. Shortages, defective or damaged items will be rejected. The awarded vendor will replace such items within ten (10) working days.
5. All Titles, fees, as well as other charges, are to be paid by awarded vendor. Awarded vendor is to furnish prepaid Certificate of Title in the name of the City of Fairhope, Title shall change upon acceptance of delivery at the Owner approved delivery location.

## WARRANTY

1. Winning Bidder will provide written warranty for all parts and labor for the entire lease period of three or four years, commencing from date of written acceptance of delivery by City of Fairhope. Winning Bidder will provide written copies of all other applicable warranties, such as, Manufacturer's warranty. Those warranties, if any, will be in addition to the Winning Bidder's warranty, and the terms of which will not be altered by the Winning Bidder's warranty.

## PAYMENT

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

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

2. All invoices must reference appropriate Bid Number
3. Payment Of Invoice: All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.
4. The City of Fairhope intends to finance the equipment in one of the following manners:
  - a. Purchase outright.
  - b. Lease/Purchase with fair market buyout option at lease end using vendor supplied financing.
  - c. Lease/Purchase with fair market buyout option at lease end, using our own financing.
5. If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. Municipalities are exempt from Alabama Sales Tax by state law.
6. Any attachments hereto are made and become a part of this inquiry and must be signed by bidder.
7. Our bid form must be filled in completely. All pages of this bid form must be returned. All documents requested must be attached to the back of page of such request and acknowledgement must be made where blank appears. A signed contractual agreement must be in place prior to beginning work or services.

### **ITEM III**

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

### **ADDENDA**

All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by FAX or Email to all Bidders on record, and posted to the City of Fairhope

Website: [www.cofairhope.com](http://www.cofairhope.com). It is the responsibility of the bidder to verify that all addenda have been received, and to include all signed addenda in the bid submission

### **ADDITIONAL ORDERS**

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

### **APPLICABLE LAW**

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

### **ASSIGNMENT**

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

### **ASSURANCE OF NON-CONVICTION OF BRIBERY**

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

## **AWARD CONSIDERATION**

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

## **AWARD OR REJECTION OF BIDS**

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

## **BACK ORDERS**

If it is necessary to back order any items, the vendor must notify the Purchasing Department and advise as to the expected shipping or delivery date. If this date is not acceptable, the City of Fairhope may seek remedies for default.

## **BID AND PERFORMANCE SECURITY**

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

## **BRAND NAMES**

Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature or manufacturers specifications plus any supplemental information necessary for comparison purposes should be submitted with the bid or the bid on that item may be rejected. Reference to literature submitted with a previous bid or on file with the Division of Purchasing will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. Bids without sufficient documentation to fully support equality, may be considered non-responsive.

Reference by the City of Fairhope in the ITB to available existing specifications shall be sufficient to make the terms of such specifications binding on the bidder. Unless the bidder specifies otherwise in its bid, it is understood the bidder is offering a referenced brand item as specified in the ITB or is bidding as specified when no brand is referenced. Failure to examine drawings, specifications and instructions will be at the bidder's risk.

## **BUSINESS LICENSE**

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

## **CANCELLATION OF / CONTRACT / AGREEMENT / PURCHASE ORDER / LEASE**

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

#### **CERTIFICATION PURSUANT TO ACT NO. 2006-557**

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

**Office of the Secretary of State**  
P.O. Box 5616  
Montgomery, AL 36103  
(334) 242-5324  
Fax: (334) 240-3138  
<http://www.sos.state.al.us/index.aspx>

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

#### **COST OF REMEDYING DEFECTS**

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

#### **DELIVERY OF BID**

Bids must be received in the Purchasing Office by the date and time specified on the bid cover. All bids will be accepted until the time and date

stated on the bid cover. No bids will be accepted that extend past the time and date on the bid cover. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bids submitted by U.S. Mail must be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St., Fairhope, Al., unless otherwise specified.

#### **DELIVERY**

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

#### **ENVIRONMENTAL REQUIREMENTS**

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

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

#### **EQUIPMENT DEMONSTRATION**

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

#### **EQUIPMENT ELECTRICAL CERTIFICATION**

All electrical equipment purchased shall conform to, and be identified in, the applicable standard(s), or otherwise be certified as

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

### **ERRORS IN BID**

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

### **FORCE MAJEURE**

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

### **HAZARDOUS AND TOXIC SUBSTANCES**

Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic

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

### **INDEMNITY**

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

### **INSPECTION**

All materials, workmanship, equipment, and supplies are subject to inspection and test at any source or time. Final inspection, acceptance or rejection will be made at delivery destination. Goods that do not meet specifications will be rejected unless substitutions have been approved by the City of Fairhope. Failure to inspect or to reject upon receipt, however, does not relieve the awarded vendor of liability. When subsequent tests, after receipt, are conducted

and when such tests reveal a failure to meet specifications, the City of Fairhope will reject the goods and the awarded vendor shall immediately supply goods meeting specifications or the City of Fairhope may seek damages including but not limited to the testing expense, regardless of

whether a part of or all of the goods have been consumed through the testing process. Rejected goods shall be removed by the awarded vendor promptly after rejection, at his expense. If not removed in fourteen (14) calendar days, they may be disposed of at the discretion of the City of Fairhope. Disposal costs will be the awarded vendor's responsibility.

### **INSPECTION OF PREMISES**

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

### **INSURANCE**

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

### **INVITATION TO BID**

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

### **INVOICING, DELIVERY, PACKAGING**

Invoices shall be prepared only after ordered materials have been delivered. All invoices must

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

### **LABELING**

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

### **LOSS OR DAMAGE IN TRANSIT**

Delivery by a vendor to a common carrier does not constitute delivery to the City of Fairhope. Any claim for loss or damage incurred during delivery shall be between the vendor and the carrier. The City of Fairhope accepts title only after satisfactory receipt at the delivery point. The City of Fairhope shall note all visible damages on the freight bill and may refuse the damaged goods. The vendor shall make immediate replacement of the damaged merchandise or be subject to damages for breach of contract. If

damage is to a small portion of a total shipment and the City of Fairhope will not be inconvenienced because of the shortage, the vendor may be permitted by the Purchasing Manager to deduct the amount of damage or loss from its invoice, in lieu of replacement. Risk of loss during delivery is borne by the vendor until the goods have been accepted by the City of Fairhope, unless otherwise specified in the RFQ / ITB / RFP or other form of solicitation.

#### **MANDATORY SITE VISIT**

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

#### **MONITORING OF SERVICES**

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

#### **NONCONFORMING MERCHANDISE**

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

#### **NON-DISCRIMINATION**

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

#### **NON EXCLUSIVE**

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

#### **NOTIFICATION AND ACCIDENT REPORTS**

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

#### **PACKAGING**

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

#### **PAYMENT**

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

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

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

### **PAYMENT WITHHELD**

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

### **RECEIPT BY CITY OF FAIRHOPE**

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

### **SET-UP AND INSTALLATION**

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

### **SPILL CLEAN UP**

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

### **PRODUCT TESTING**

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

### **PATENTS**

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

### **PACKAGING**

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

### **PERMITS LICENSES AND CERTIFICATES**

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

### **PREPARATION OF BID**

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

### **QUESTIONS / CONTACT**

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

shall be made to the contact identified in the quotation / bid / proposal documents. Violation of this requirement may, at the City's sole and absolute discretion, be grounds for disqualifying a vendor from further consideration.

### **REJECTION OF BIDS**

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

### **RIGHT TO AUDIT**

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

### **SAMPLES**

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

### **SAFETY MEASURES**

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

The awarded vendor shall post signs warning against hazards in and around the Work site.

### **SUBSTITUTIONS**

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

### **TABULATION**

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

### **TAXES**

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

### **TERMINATION FOR CONVENIENCE**

Any Contract / Agreement / Purchase Order may be terminated for convenience by the City of Fairhope, in whole or in part, by written notification to the awarded vendor.

### **TERMINATION FOR DEFAULT**

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

### **TERMINATION FOR NON-APPROPRIATION**

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

### **TIME IS OF THE ESSENCE**

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

### **TITLE**

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

### **VENDOR LIST**

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

properly submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

### **WARRANTY**

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

### **IMMIGARATION LAW 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.

## ITEM VIII

### Alabama Immigration Act Mandated Affidavits

#### 1.0 Background

The **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535, Code of Alabama (1975) Section 31-13-1** through **Section 31-13-30** (also known as and hereinafter referred to as “the Alabama Immigration Act”) is applicable to contracts with the City of Fairhope, Alabama. As a condition of or the award of a contract and as a term and condition of the contract with the City of Fairhope, in accordance with **Section 31-13-1 (a)** of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ. Hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. **Such business entity or employer shall provide a copy of such affidavit to the City of Fairhope as part of its bid or proposal for the contract along with documentation establishing that the business entity or employer is enrolled in the Federal E-Verify program.** The required affidavit forms are included herein.

#### 2.0 Contract Requirements— Federal E-Verify

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

#### 2.01 Contracts Involving Subcontracting

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

**The City will not require** contractors **to submit** the affidavits it acquires from its subcontractors. The proper affidavit for the contractor to acquire from its subcontractors is included herein in **AFFIDAVIT OF SUBCONTRACTOR**. **The**

**City** considers these affidavits part of the contract documents and requires contractors to keep these affidavits on file and available for audit.

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

Alabama Immigration Act  
AFFIDAVIT OF CONTRACTOR

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

\_\_\_\_\_  
Signature and Seal of Notary Public

Alabama Immigration Act

AFFIDAVIT OF SUBCONTRACTOR

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

\_\_\_\_\_  
Signature and Seal of Notary Public

Alabama Immigration Act

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

\_\_\_\_\_  
Signature and Seal of Notary Public

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

## SCOPE OF WORK AND SPECIFICATIONS

For

BID NO. 004-12

GOLF CART LEASE 2012

### SCOPE OF WORK

1. The Contractor to provide all necessary supervision, labor, tools, materials and safety equipment to perform the following tasks:
  - a. Provide lease equipment, associated equipment and service as per specifications, for a lease with purchase option period of thirty-six (36) months or forty-eight (48) months.
  - b. Deliver items to City of Fairhope, 555 S. Section Street, Fairhope AL, or other designated City site, with all freight FOB destination, prepaid & allowed.
  - c. Provide maintenance service as per specifications.

### GENERAL SPECIFICATIONS

1. Service to include:
  - a. Mobilize, set up, activate, de-activate and demobilize equipment, and freight. Prior to acceptance, all equipment shall be assembled and fully serviced, and ready for operation, including initial start up supplies.
  - b. Awarded vendor will be responsible for all necessary service above and beyond normal wear maintenance, with repairs to be accomplished within seventy two (72) hours of notification of out of service.
2. Design:
  - a. The equipment shall be of commercial design and shall be complete with all of the necessary accessories as shown and described herein. Accessories not specifically mentioned, but necessary to furnish a complete unit ready for use shall also be included. All equipment shall be new and of current production of national firms that manufacture GOLF CARTS.
3. Bidder Proximity:
  - a. Awarded vendor must be a manufacturer or an authorized distributor of a manufacturer. A letter of authorization from manufacturer must accompany bid showing that bidder is an authorized distributor, and that bidder is authorized to lease equipment in Baldwin County, Alabama.
4. Patents:
  - a. The awarded vendor shall protect the City of Fairhope from any damages or liability arising from alleged infringements of patents.
5. Equipment Maintenance:
  - a. Maintenance service will be available during normal City of Fairhope working hours.
  - b. On-call remedial maintenance, including replacement of unserviceable parts. Parts will be furnished as new or equivalent to new in performance when used in this device. Removed parts are the property of the vendor, **who will dispose of such parts in a legally acceptable manner. Only** manufacturer approved parts are to be used.
  - c. Maximum service response time shall be forty eight (48) hours.
  - d. In the event that repairs cannot be completed within one (1) City of Fairhope work day, a substitute machine approved by the City of

Fairhope will be provided by the awarded vendor.

6. Training:

- a. Awarded vendor will be responsible for initial training of a minimum of two (2) operators on all aspects of the equipment, at a time and location determined by the City of Fairhope, and before operation of equipment by City of Fairhope employees.
- b. Operator/instruction manuals must be included with equipment at time of delivery.

7. Referenced Specifications:

- a. Reference to brand names and numbers is descriptive, but not restrictive. 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 manufacturer's 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 City of Fairhope 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. The name of a certain brand, make, model number, manufacturer, or definite specification is to denote the quality standard of the article desired, but does not restrict the bidder to the particular brand, make, model number, manufacturer, or specification named. It is set forth to convey the general style, character, and quality of the item desired to the prospective bidder. Whenever the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, which is approved by the City of Fairhope. The burden of proof that alternate brands are in fact equal or better falls on the bidder, and proof must be to the City of Fairhope's satisfaction.
- b. Substitute Offer: The bidder has the burden of demonstrating that a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
- c. Non conforming Equipment: When equipment received from the lowest responsible bidder is not in accordance with the bid requirements, it will be returned to the bidder, at bidder's expense.

## **TECHNICAL SPECIFICATIONS**

1. The technical specifications as noted below are being provided by the City of Fairhope Golf Department.

## **SCOPE OF WORK**

The Contactor to provide all necessary supervision, labor, tools, materials and safety equipment to perform the following tasks:

Provide rental vehicles and associated equipment and services as per specifications.

1. Equipment to include parts / components and/or accessories:
  - a. Golf Carts: Sixty-Five (65) Four (4) Wheel Electric Golf Carts. Electric motor, solid-state speed controller and battery charger. Standard battery with hydro-water filling systems. Green (hunter or emerald) color; tan (stone) top canopy system, seat bottoms, seat back and hip restraints; tan (stone) color seats; clear folding split windshields; club cover weather enclosures to protect clubs,

marine grade or equivalent; sweater basket; permanent tow bars; personal ice chest with brackets; sand/seed bottles (2 per cart) with mounting hardware; number decal system; message/information card holder mounted to canopy; self adhesive information message holder for split windshields, (See Specifications for details).

2. Utility Food and Beverage Vehicle: One (1) Four (4) Wheel Gas Operated cart or vehicle designed for on course food and beverage distribution. Green (emerald) color; tan (stone) top canopy system, seat bottoms, seat back and hip restraints, tan (stone) color seats, split windshields. (See Specifications for details).
3. Services to include:
  - a. Mobilize, set up, activate, de-activate and demobilize equipment and freight.
  - b. Servicing the rental vehicles monthly every Thirty (30) days of operation.

**SPECIFICATIONS:**

**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.**

The **Sixty-Five (65) Electric Golf Car's (Golf Cart Fleet)** will have the following specifications and/or equivalent, including, as follows

**Vehicle Power:**

- |     |                     |  |              |
|-----|---------------------|--|--------------|
| 1.  | Power Source:       | 48 volt DC shunt wound                         | ___yes ___no |
| 2.  | Horsepower Minimum: | 3.0 horsepower (minimum 2.2 kW continuous)     | ___yes ___no |
| 3.  | Electrical System:  | 48 Volt  | ___yes ___no |
| 4.  | Batteries:          | Six (6) eight (8) volt Deep Cycle              | ___yes ___no |
| 5.  | Key or Pedal start: | Pedal Start                                    | ___yes ___no |
| 6.  | Battery charger:    | 48 Volt, 120 Volt AC, UL/CSA Certified         | ___yes ___no |
| 7.  | Speed Controller:   | 250 amp Solid State Controller or equivalent   | ___yes ___no |
| 8.  | Drive train:        | Direct drive                                   | ___yes ___no |
| 9.  | Transaxle:          | Differential with helical gears                | ___yes ___no |
| 10. | Gear Selection:     | Forward, Neutral, Reverse(prefer dash mounted) | ___yes ___no |
| 11. | Rear Axle ratio:    | 12.44:1 or equivalent                          | ___yes ___no |

**Dimensions:**

- |     |                     |                              |              |
|-----|---------------------|------------------------------|--------------|
| 12. | Length:             | Minimum 91.0 inches (231 cm) | ___yes ___no |
| 13. | Width:              | Minimum 47.0 inches (119 cm) | ___yes ___no |
| 14. | Height with canopy: | Minimum 68.0 inches (173 cm) | ___yes ___no |
| 15. | Wheel base:         | Minimum 64.6 inches (160 cm) | ___yes ___no |
| 16. | Front Wheel Track:  | Minimum 34.0 inches (86 cm)  | ___yes ___no |
| 17. | Rear Wheel Track:   | Minimum 38.5 inches (97 cm)  | ___yes ___no |
| 18. | Ground Clearance:   | Minimum 4.3 inches (10 cm)   | ___yes ___no |

**Body and Chassis:**

- |     |          |  |              |
|-----|----------|--|--------------|
| 19. | Frame:   | Welded steel with power coating  | ___yes ___no |
| 20. | Body:    | Thermoplastic olefin and/or Injection molded TPO with high luster automotive grade Polyurethane coat, or the equivalent. | ___yes ___no |
| 21. | Bumpers: | Front and Rear 5 MPH energy absorbing Bumpers  | ___yes ___no |

**Steering & Suspension:**

- |     |                     |   |              |
|-----|---------------------|---|--------------|
| 22. | Steering:           | Self-compensating rack and pinion   | ___yes ___no |
| 23. | Front Suspension:   | Automotive style strut suspension and/or leaf Springs with hydraulic shock absorbers. | ___yes ___no |
| 24. | Rear Suspension:    | Automotive style strut suspension and/or leaf springs with hydraulic shock absorbers. | ___yes ___no |
| 25. | Brakes:             | Rear wheel mechanical self-adjusting drum or transaxle disc brakes.                   | ___yes ___no |
| 26. | Parking Brake:      | Self-compensating, single point engagement or the equivalent.                         | ___yes ___no |
| 27. | Front & Rear Tires: | 18 x 8.50 - 8 (4 Ply Rated)   | ___yes ___no |

**Performance:**

- |     |                      |   |              |
|-----|----------------------|---|--------------|
| 28. | Seating Capacity:    | Two (2) Person's; seamless vinyl, with foam contoured seat cushions, moisture resistant polypropylene and/or it's equivalent. | ___yes ___no |
| 29. | Forward Speed Level: | 10.2 to 15 mph  | ___yes ___no |
| 30. | Reverse Speed Level: | 5 mph   | ___yes ___no |
| 31. | Towing Capacity:     | Three (3) cars with approved permanent tow bar or towing system.  | ___yes ___no |

**Warranty:**

(Minimum's)

- |     |                        |  |                              |
|-----|------------------------|--|------------------------------|
| 32. | Suspension:            | Four (4) years   | ___yes ___no                 |
| 33. | Major Electronics:     | Four (4) years   | ___yes ___no                 |
| 34. | Deep Cycle Batteries:  | Earlier of Four (4) years or 21,500 amps (With upgraded batteries earlier of four (4) years or 25,000 amps.) | ___yes ___no<br>___yes ___no |
| 35. | Pedal Group            | Four (4) years   | ___yes ___no                 |
| 36. | Seats:                 | Four (4) years   | ___yes ___no                 |
| 37. | Canopy System:         | Four (4) years   | ___yes ___no                 |
| 38. | Powertrain:            | Three (3) years  | ___yes ___no                 |
| 39. | Body Group:            | Three (3) years  | ___yes ___no                 |
| 40. | Electrical Components: | Three (3) years  | ___yes ___no                 |
| 41. | Components:            | Three (3) years  | ___yes ___no                 |

**AND:**

**SPECIFICATIONS:**

**Utility Food and Beverage Vehicle:** One (1) Four (4) Wheel Gas Operated cart or vehicle designed for on course food and beverage distribution. Green (Hunter or Emerald) color; tan (stone) top canopy system, seat bottoms, Seat back and hip restraints, tan (stone) color seats, clear folding split windshields. (See Specifications for details).

**Vehicle Power:**

- |     |                     |  |              |
|-----|---------------------|--|--------------|
| 1.  | Power Source:       | 4 cycle Single cylinder OHV              | ___yes ___no |
| 2.  | Horsepower Minimum: | 11.4 horsepower or equivalent            | ___yes ___no |
| 3.  | Electrical System:  | Starter Generator solid state regulator  | ___yes ___no |
| 4.  | Batteries:          | One (1) 12 volt maintenance free         | ___yes ___no |
| 5.  | Key or Pedal start: | Pedal Start                              | ___yes ___no |
| 6.  | Air Cleaner:        | Replaceable Cartridge                    | ___yes ___no |
| 7.  | Lubrication:        | Pressurized Oil System                   | ___yes ___no |
| 8.  | Cooling System:     | Air Cooled                               | ___yes ___no |
| 9.  | Oil Filter:         | Spin On                                  | ___yes ___no |
| 10. | Fuel Capacity:      | Minimum 5.0 Gallons                      | ___yes ___no |
| 11. | Drive Train:        | Continuously variable transmission (CVT) | ___yes ___no |
| 12. | Transaxle:          | Helical Gears                            | ___yes ___no |
| 13. | Gear Selection:     | Forward, Neutral, Reverse                | ___yes ___no |

14. Rear Axle ratio: 11.42:1 (Forward) 15.78.1 (Reverse) \_\_\_yes \_\_\_no

**Dimensions:**

15. Width: Minimum 49.5 inches \_\_\_yes \_\_\_no  
16. Height with canopy: Minimum 68.0 inches (173 cm) \_\_\_yes \_\_\_no  
17. Wheel base: Minimum 64.6 inches (160 cm) \_\_\_yes \_\_\_no  
18. Front Wheel Track: Minimum 34.0 inches (86 cm) \_\_\_yes \_\_\_no  
19. Rear Wheel Track: Minimum 38.5 inches (97 cm) \_\_\_yes \_\_\_no  
20. Ground Clearance: Minimum 4.3 inches (10 cm) \_\_\_yes \_\_\_no

**Body and Chassis:**

21. Frame: Welded steel with power coating \_\_\_yes \_\_\_no  
22. Body: Thermoplastic olefin and/or Injection molded TPO with high luster automotive grade polyurethane coat, or the equivalent. \_\_\_yes \_\_\_no  
23. Bumpers: Front and Rear 5 MPH energy absorbing Bumpers \_\_\_yes \_\_\_no

**Steering & Suspension:**

24. Steering: Self-compensating rack and pinion \_\_\_yes \_\_\_no  
25. Front Suspension: Automotive style strut suspension and/or leaf springs with hydraulic shock absorbers. \_\_\_yes \_\_\_no  
26. Rear Suspension: Automotive style strut suspension and/or leaf springs with hydraulic shock absorbers. \_\_\_yes \_\_\_no  
27. Brakes: Rear wheel mechanical self-adjusting drum or transaxle disc brakes. \_\_\_yes \_\_\_no  
28. Parking Brake: Self-compensating, single point engagement or the equivalent. \_\_\_yes \_\_\_no  
29. Front & Rear Tires: 18 x 8.50 - 8 (4 Ply Rated) \_\_\_yes \_\_\_no

**Performance:**

30. Seating Capacity: Seamless vinyl, with foam contoured seat cushions, moisture resistant polypropylene and/or it's equivalent. \_\_\_yes \_\_\_no  
31. Forward Speed Level: 10.2 to 15 mph \_\_\_yes \_\_\_no  
32. Reverse Speed Level: 5 mph \_\_\_yes \_\_\_no  
33. Towing Capacity: Minimum 700 lbs. maximum load \_\_\_yes \_\_\_no

**Warranty:**

(Minimum's)  
34. Suspension: Manufacturer's \_\_\_yes \_\_\_no  
35. Major Electronics: Manufacturer's \_\_\_yes \_\_\_no  
36. Batteries: 12 volt Maintenance free \_\_\_yes \_\_\_no  
37. Pedal Group: Manufacturer's \_\_\_yes \_\_\_no  
38. Seats: Manufacturer's \_\_\_yes \_\_\_no  
39. Canopy System: Manufacturer's \_\_\_yes \_\_\_no  
40. Powertrain: Manufacturer's \_\_\_yes \_\_\_no  
41. Body Group: Manufacturer's \_\_\_yes \_\_\_no  
42. Electrical Components: Manufacturer's \_\_\_yes \_\_\_no  
43. Components: Manufacturer's \_\_\_yes \_\_\_no

**Compartments:**

44. Cold Storage Compartments: Insulated panels and single bottom drain with shutoff valve. Ability to hold 16 cases of canned drinks and ice. Meets National Sanitation Foundation material standards for distribution of prepackaged foods. \_\_\_yes \_\_\_no

**BID PROPOSAL**

**BID NO. 004-12 Golf Cart Lease 2012**

**Quail Creek Golf Course**

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

We propose to meet or exceed the above specifications at:

| Quantity | Item            | Make & Model Being Bid |
|----------|-----------------|------------------------|
| 65 each  | Golf Carts      | _____                  |
| 1 each   | Utility Vehicle | _____                  |

**PURCHASE OUTRIGHT:** \$ \_\_\_\_\_

**36 MONTH LEASE WITH PURCHASE OPTION**

- 1. Monthly lease payment of \$ \_\_\_\_\_ per month, \$ \_\_\_\_\_ per 36 month total term
- 2. Optional buyout at end of 36 month lease-purchase term \$ \_\_\_\_\_ based on fair market value
- 3. TOTAL BID (Item 1 plus Item 2) \$ \_\_\_\_\_

**48 MONTH LEASE WITH PURCHASE OPTION**

- 1. Monthly lease payment of \$ \_\_\_\_\_ per month, \$ \_\_\_\_\_ per 48 month total term
- 2. Optional buyout at end of 48 month lease-purchase term \$ \_\_\_\_\_ based on fair market value
- 3. TOTAL BID (Item 1 plus Item 2) \$ \_\_\_\_\_

DELIVERY (ARO) \_\_\_\_\_ Days

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.



Third Party Finance Company \_\_\_\_\_

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

Company Representative \_\_\_\_\_ Title \_\_\_\_\_  
(Signature)

Company Representative \_\_\_\_\_  
(print)

Company Address \_\_\_\_\_ Phone \_\_\_\_\_  
\_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Federal ID Number \_\_\_\_\_

Foreign Vendor Alabama Registration Number, if applicable \_\_\_\_\_

Alabama State Contractor's License Number, if applicable \_\_\_\_\_

**NOTARY FOR THIRD PARTY FINANCE COMPANY**

STATE OF \_\_\_\_\_ }  
\_\_\_\_\_ } ss:  
COUNTY OF \_\_\_\_\_ }

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

\_\_\_\_\_, as \_\_\_\_\_  
(Name of Bid Signer) (Bid Signer's Title)

respectively of \_\_\_\_\_  
(Print company name here)

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: \_\_\_\_\_

**END OF BID RESPONSE FORM**

**SAMPLE**

**LEASE AGREEMENT DOCUMENTS**

FOR

BID NO. 004-12

GOLF CART LEASE 2012

FOR THE  
CITY OF FAIRHOPE

FAIRHOPE CITY COUNCIL  
Lonnie Mixon, Council President  
Timothy M. Kant, Mayor

Set No. \_\_\_\_\_

# LEASE AGREEMENT

This **LEASE AGREEMENT** (hereinafter "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **City of Fairhope**, hereinafter "Lessee") and \_\_\_\_\_ (hereinafter "Lessor"), for

## **GOLF CART LEASE 2012**

The Lessee and Lessor agree as set forth below:

1. **Term of Agreement**

- a. The term of the agreement shall be for a period of  Thirty-six months  Forty-eight months) from \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.

2. **Survivability**

- a. Per Alabama State Law, the duration term for this contract cannot exceed 48 months. Placements made using the authority provided by this Contract will not survive the Contract itself, and must be terminated at the 48 month date, as specified herein. Those customers renting or leasing the equipment will continue to receive ongoing service from the Lessor at the agreed upon Contract rate through the term of the Contract.

3. **Compensation**

- a. Invoices -- Upon acceptance of delivery of equipment specified, awarded vendor will submit an invoice and signed delivery ticket to:

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

- b. All invoices must include the leased machine make, model, serial number, and time frame, **i.e., "1 of 36 month term, 2- months of 36 month term, 35 months of 36 month term" etc.**

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

d. The Lessor agrees to charge, and the Lessee agrees to pay \_\_\_\_\_ monthly payments of \_\_\_\_\_ DOLLARS(\$\_\_\_\_\_) for total payments of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), with an optional Buyout of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) at end of lease period.

e. Lessor to supply amortization schedule.

#### 4. **Payment Withheld**

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

- i. Negligence on the part of the Lessor, or failure to perform any provision of this Agreement.
- ii. Claims filed or reasonable evidence indicating probable filing of claims.
- iii. Failure of the Lessor to make payments properly to
- iv. Subcontractors for material or labor.
- v. A reasonable doubt that the Agreement can be completed for the balance then unpaid.
- vi. Damage to property, or another vendor or another vendor's work.

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

#### 5. **General Conditions**

a. Indemnity: The Lessor hereby agrees to indemnify and save harmless the Lessee, 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 Agreement, to the extent caused by a negligent act or omission of the Lessor, their agents, servants, employees, Subcontractors, or others associated with the Lessor. The Lessor 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 Lessor.

## **6. Termination of Agreement**

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

b. **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 Lessee may terminate any financial obligation, and Lessor 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 Customers funding from local, State and/or federal sources is not appropriated, withdrawn or limited. Lessee represents to Lessor that Lessee has sufficient appropriations or other funds available to pay all amounts due for the current fiscal year and reasonably believes that funds can be obtained to make all rental payments during the 48 month lease. Lessee hereby covenants that it will do all things reasonably within its power to obtain funds from which the rental payments may be made, including making provision for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding and using its bona fide best efforts to have such portion of the budget approved. It is Lessee's intent to make rental payments for the full term of this lease if funds are available. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for rental payments due under this Lease, the Lessee will immediately notify Lessor of such occurrence and this Lease shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Lessee for any kind whatsoever, except as to the portions of rental payments herein agreed upon for which funds shall have been appropriated and budgeted. Subsequent to a termination of this lease, Lessee shall have no obligation to make rental payments with respect to the remainder of the Lease. In the event of such termination, Lessee agrees to return possession of the leased equipment to Lessor and Lessor shall have all legal and equitable rights to take possession of the Leased equipment. Notwithstanding the foregoing, lessee agrees that it will not (a) cancel this Lease under the terms of this Agreement if any funds are appropriated to it, or by it for the acquisition, retention or operation of the leased equipment.

c. **Termination for Convenience:** Lessee has the absolute right to terminate the Agreement upon "Award of Contract" to another Lessor, to perform major work referenced herein. In such event, payment due

on the date of cancellation of the Agreement by Lessee, shall be paid by Lessee. Lessor will refund to Lessee any pre-payments beyond date of termination.

## 7. Warranty

a. The Lessor warrants that equipment and materials provided, and all Work performed on the leased equipment 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.

b. All equipment and materials provided by the Lessor shall be merchantable and for the purpose intended, and meet the quality standards of the referenced LEASED EQUIPMENT machine referenced in the specifications.

## 8. Time of Completion

a. The Lessee and Lessor understand and agree that time is of the essence in the performance of this Agreement. The Lessor or Lessee, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes, fire, water damage, loss of power, loss of funding or any other causes, contingencies, or circumstances not subject to the Lessee or Lessor's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Lessee's or Lessor'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 Lessee's or Lessor'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 Lessee may, at their discretion, cancel this Agreement for their own convenience.**

## 9. Insurance Requirements

a. Lessee, at its sole expense, shall obtain and maintain in full force or the term of this agreement, insurance for the protection of the leased equipment.

b. Lessor, at its sole expense, shall obtain and maintain in full force for the term of this agreement, insurance for all work performed on the leased equipment at any site, including Lessee's work or equipment storage locations, to protect the Lessor and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as "additionally insured" on all applicable policies and certificates of insurance. These limits



- Broad Form Property Damage
- Railroad Protective Liability Insurance if work
- involves construction, demolition or maintenance operations on or within 50 feet of a railroad.

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.

- j. **Owner's Protective Liability** Where applicable, the **LESSOR** shall at his expense provide Owners Protective Liability policies issued in the name of the **OWNER** covering its liability for operation of the **LESSOR**. The policy limits shall be no less than \$1,000,000 combined single limit Bodily Injury and Property Damage per occurrence.

k. **Certificate of Insurance**

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the City **PRIOR** to commencement of any work on the contract. Each policy shall be endorsed to provide ten (10) days written notice of cancellation to the City.

10. **Indemnity**

The fullest extent permitted by law, the Lessor shall indemnify and hold harmless the Owner, and its agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance this agreement.

11. **Safety Measures**

The Lessor shall take all necessary precautions for the safety of the Lessee's and Lessor'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 Lessor shall post all applicable signs warning against hazards in and around the work site.

12. **Extra Work and Associated Costs**

- a. Changes in the Work: The Lessee, 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 and shall be executed under the applicable conditions of the Agreement.

13. **Familiarity with the Work**

The Lessor, by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The Lessee 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 Lessor serves as his stated commitment to fulfill all requirements and conditions referred to in this Agreement.

14. **New Attachments**

The Lessor is not required to install new attachments on the equipment which is recommended by the Lessee, insurance companies, governmental authorities, etc., unless requested by and paid for by the Lessee.

15. **Scope of Work and Specifications**

**SCOPE OF WORK**

The Contactor to provide all necessary supervision, labor, tools, materials and safety equipment to perform the following tasks:

A. Provide rental vehicles and associated equipment and services as per specifications.

B. Equipment to include parts / components and/or accessories:

1. Golf Carts: Sixty-Five (65) Four (4) Wheel Electric Golf Carts. Electric motor, solid-state speed controller and battery charger. Standard battery with hydro water filling systems. Green (hunter or emerald) color; tan (stone) top canopy system, seat bottoms, seat back and hip restraints; tan (stone) color seats; clear folding split windshields; club cover weather enclosures to protect clubs, marine grade or equivalent; sweater basket; permanent tow bars; personal ice chest with brackets; sand/seed bottles (2 per cart) with mounting hardware; number decal system; message/information card holder mounted to canopy; self adhesive information message holder for split windshields, (See Specifications for details).

2. Utility Food and Beverage Vehicle: One (1) Four (4) Wheel Gas Operated cart or vehicle designed for on course food and beverage

distribution. Green (emerald) color; tan (stone) top canopy system, seat bottoms, seat back and hip restraints, tan (stone) color seats, split windshields. (See Specifications for details).

C. Services to include:

1. Mobilize, set up, activate, de-activate and demobilize equipment and freight.
2. Servicing the rental vehicles monthly every Thirty (30) days of operation.

**SPECIFICATIONS:**

The **Sixty-Five (65) Electric Golf Car's (Golf Cart Fleet)** will have the following specifications and or equivalent, including, as follows:

**Vehicle Power:**

1. Power Source: 48 volt DC shunt wound
2. Horsepower Minimum: 3.0 horsepower (minimum 2.2 kW continuous)
3. Electrical System: 48 Volt
4. Batteries: Six (6) eight (8) volt Deep Cycle
5. Key or Pedal start: Pedal Start
6. Battery charger: 48 Volt, 120 Volt AC, UL/CSA Certified
7. Speed Controller: 250 amp Solid State Controller or equivalent
8. Drive train: Direct drive
9. Transaxle: Differential with helical gears
10. Gear Selection: Forward, Neutral, Reverse(prefer dash mounted
11. Rear Axle ratio: 12.44:1 or equivalent

**Dimensions:**

- 12 Length: Minimum 91.0 inches (231 cm)
- 13 Width: Minimum 47.0 inches (119 cm)
- 14 Height with canopy: Minimum 68.0 inches (173 cm)
15. Wheel base: Minimum 64.6 inches (160 cm)
- 16 Front Wheel Track: Minimum 34.0 inches (86 cm)
- 17 Rear Wheel Track: Minimum 38.5 inches (97 cm)
- 18 Ground Clearance: Minimum 4.3 inches (10 cm)

**Body and Chassis:**

- 19 Frame: Welded steel with power coating
20. Body: Thermoplastic olefin and/or Injection molded TPO with high luster automotive grade Polyurethane coat, or the equivalent.
21. Bumpers: Front and Rear 5 MPH energy absorbing Bumpers

**Steering & Suspension:**

22. Steering: Self-compensating rack and pinion
23. Front Suspension: Automotive style strut suspension and/or leaf Springs with hydraulic shock absorbers.
24. Rear Suspension: Automotive style strut suspension and/or leaf springs with hydraulic shock absorbers.
25. Brakes: Rear wheel mechanical self-adjusting drum or transaxle disc brakes.

- 26. Parking Brake: Self-compensating, single point engagement or the equivalent.
- 27. Front & Rear Tires: 18 x 8.50 - 8 (4 Ply Rated)

**Performance:**

- 28. Seating Capacity: Two (2) Person's; seamless vinyl, with foam contoured seat cushions, moisture resistant polypropylene and/or it's equivalent.
- 29. Forward Speed Level: 10.2 to 15 mph
- 30. Reverse Speed Level: 5 mph
- 31. Towing Capacity: Three (3) cars with approved permanent tow bar or towing system.

**Warranty:**

(Minimum's)

- 34. Suspension: Manufacturer's
- 35. Major Electronics: Manufacturer's
- 36. Batteries: 12 volt Maintenance free
- 37. Pedal Group: Manufacturer's
- 38. Seats: Manufacturer's
- 39. Canopy System: Manufacturer's
- 40. Powertrain: Manufacturer's
- 41. Body Group: Manufacturer's
- 42. Electrical Components: Manufacturer's
- 43. Components: Manufacturer's

**AND:**

**SPECIFICATIONS:**

**Utility Food and Beverage Vehicle:** One (1) Four (4) Wheel Gas Operated cart or vehicle designed for on course food and beverage distribution. Green (Hunter or Emerald) color; tan (stone) top canopy system, seat bottoms, Seat back and hip restraints, tan (stone) color seats, clear folding split windshields. (See Specifications for details).

**Vehicle Power:**

- 1. Power Source: 4 cycle Single cylinder OHV
- 2. Horsepower Minimum: 11.4 horsepower or equivalent
- 3. Electrical System: Starter Generator solid state regulator
- 4. Batteries: One (1) 12 volt maintenance free
- 5. Key or Pedal start: Pedal Start
- 6. Air Cleaner: Replaceable Cartridge
- 7. Lubrication: Pressurized Oil System
- 8. Cooling System: Air Cooled
- 9. Oil Filter: Spin On
- 10. Fuel Capacity: Minimum 5.0 Gallons
- 11. Drive Train: Continuously variable transmission (CVT)
- 12. Transaxle: Helical Gears
- 13. Gear Selection: Forward, Neutral, Reverse
- 14. Rear Axle ratio: 11.42:1 (Forward) 15.78.1 (Reverse)

**Dimensions:**

- 15. Width: Minimum 49.5 inches
- 16. Height with canopy: Minimum 68.0 inches (173 cm)
- 17. Wheel base: Minimum 64.6 inches (160 cm)
- 18. Front Wheel Track: Minimum 34.0 inches (86 cm)
- 19. Rear Wheel Track: Minimum 38.5 inches (97 cm)

20. Ground Clearance: Minimum 4.3 inches (10 cm)

**Body and Chassis:**

21. Frame: Welded steel with power coating  
22. Body: Thermoplastic olefin and/or Injection molded TPO with high luster automotive grade polyurethane coat, or the equivalent.  
23. Bumpers: Front and Rear 5 MPH energy absorbing Bumpers

**Steering & Suspension:**

24. Steering: Self-compensating rack and pinion  
25. Front Suspension: Automotive style strut suspension and/or leaf springs with hydraulic shock absorbers.  
26. Rear Suspension: Automotive style strut suspension and/or leaf springs with hydraulic shock absorbers.  
27. Brakes: Rear wheel mechanical self-adjusting drum or transaxle disc brakes.  
28. Parking Brake: Self-compensating, single point engagement or the equivalent.  
29. Front & Rear Tires: 18 x 8.50 - 8 (4 Ply Rated)

**Performance:**

30. Seating Capacity: Seamless vinyl, with foam contoured seat cushions, moisture resistant polypropylene and/or it's equivalent.  
31. Forward Speed Level: 10.2 to 15 mph  
32. Reverse Speed Level: 5 mph  
33. Towing Capacity: Minimum 700 lbs. maximum load

**Warranty:**

(Minimum's)  
34. Suspension: Four (4) years  
35. Major Electronics: Four (4) years  
36. Batteries: 12 volt Maintenance free  
37. Pedal Group: Four (4) years  
38. Seats: Four (4) years  
39. Canopy System: Four (4) years  
40. Powertrain: Three (3) years  
41. Body Group: Three (3) years  
42. Electrical Components: Three (3) years  
43. Components: Three (3) years

**Compartments:**

44. Cold Storage Compartments: Insulated panels and single bottom drain With shutoff valve. Ability to hold 16 cases of canned drinks and ice. Meets National Sanitation Foundation material standards for distribution of prepackaged foods.

**16. Miscellaneous Provisions**

a. The Lessor shall not employ Subcontractors without the express written permission of the Lessee.

b. The Lessor shall not assign the Agreement or sublet it as a whole without the express written permission of the Lessee. The Lessor shall not assign any payment due them hereunder, without the express written permission of Lessee. The Lessee may assign the agreement, or sublet it as a whole, without the consent of the Lessor.

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 Lessee and Lessor.

d. The Lessor 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 Lessor shall at all times keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove and lawfully dispose of any such materials, or remove to a lawful waste disposal site.

If the Lessor fails to clean up the Work site, the Lessee will complete the task and charge the Lessor 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, the Bid Invitation packet, and associated addenda contain all terms and conditions agreed upon by the Lessee and Lessor. 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. The Lessee will not furnish any labor, material, or supplies unless specifically stated in the Agreement Documents. Lessor must be properly certified to industry standards and licensed to perform the work as outlined in the Agreement Documents.

k. 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.

l. During the term of the Agreement, Lessee will operate and maintain

the normal use maintenance of the LEASED EQUIPMENT, in accordance with manufacturer's standard maintenance schedule.

m. During the term of the Agreement, Lessee will operate leased equipment only in applications for which it is designed.

**17. End of Lease**

a. If the end date is other than date stated herein as end date of this agreement, Lessee will give Lessor Thirty (30) days notice prior to the date of Lessee's intention to terminate agreement and return leased equipment.

b. At termination of lease, Lessor will recover leased equipment at Lessee's location, at Lessor's expense.

c. Provide a secured place to store off-lease equipment for up to fourteen (14) days upon request of Lessor. "Secured place" will be defined as gated and fenced area with night time illumination.

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

**THE CITY OF FAIRHOPE, ALABAMA**

**BY:**

**ATTEST:**

\_\_\_\_\_  
**TIMOTHY M. KANT**  
Mayor

\_\_\_\_\_  
**LISA A. HANKS**  
City Clerk

**ATTEST: (to Contractor)**

\_\_\_\_\_  
(Name of Contractor)

**BY:**

\_\_\_\_\_  
(Contractor's Representative)

**ITS:**

\_\_\_\_\_  
(Representative's Title)

\_\_\_\_\_  
**GENERAL CONTRACTOR'S LICENSE NUMBER (Required):**

\_\_\_\_\_  
CONTRACTOR'S STATE OF ALABAMA FOREIGN VENDOR  
REGISTRATION NUMBER (Required of out-of-state-vendors)

**NOTARY FOR CONTRACTOR**

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

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

Given under my hand and Notaries Seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

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

**NOTARY FOR OWNER (CITY OF FAIRHOPE)**

STATE OF ALABAMA}  
COUNTY OF BALDWIN}

I, the undersigned authority in and for said State and County, hereby certify that TIMOTHY M. KANT as  
Mayor of the City of Fairhope and LISA A. HANKS as City Clerk 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 \_\_\_\_\_, 2012.

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

MY COMMISSION EXPIRES: \_\_\_\_/\_\_\_\_/\_\_\_\_