

BID SPECIFICATIONS
AND
CONTRACT DOCUMENTS

FOR

BID NO 038-15
LEASE-PURCHASE BACKHOE
FOR
WATER DEPARTMENT 2015

FOR THE
CITY OF FAIRHOPE

Timothy M. Kant, Mayor
FAIRHOPE CITY COUNCIL
Jack Burrell, City Council President

Set No. _____

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ITEM I
ADVERTISEMENT FOR BIDS

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 9:00 A.M., Wednesday, September 9, 2015, and then publicly opened thereafter, at the Fairhope Library (Board Room) located at 501 Fairhope Avenue, Fairhope, AL 36532 for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:

Bid No 038-15 LEASE/PURCHASE BACKHOE FOR WATER DEPT

Bid documents will be posted on the City of Fairhope Website: www.cofairhope.com or a copy may be obtained by e-mailing the Purchasing Manager at: 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, Bid 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, 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 signed by a bonding company authorized to do business in the State of Alabama, or a cashier's check payable to the City of Fairhope. No Bid Security is required on bids less than \$10,000.00. **NOTE: FOR THIS BID, BID BOND IS WAIVED**

THERE WILL BE NO PREBID 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.

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, and to waive informalities and to furnish any item of material or work to change the amount of the Contract, 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 to be performed on City of Fairhope premises. General Liability Insurance, specifying coverage, must be maintained to hold the City of Fairhope harmless in the event of an accident. Awarded Vendor must submit to the City, proof of Workman's Compensation Insurance if work is done on City premises, and General Liability Insurance specifying coverage. See bid packet for details.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General Contractors, Montgomery, Alabama, as required by Chapter 8 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 <http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx>. Bidder must have a current business license, or purchase a **business license with the City of Fairhope, prior to work performed**. No bids shall be withdrawn for the period of thirty (30) days subsequent to the opening of proposals without the consent of the City of Fairhope, Baldwin County, Alabama. Once completed, a tabulation of the responsive and responsible bids will be available for public viewing by visiting the following web address: www.cofairhope.com.

Daniel P. Ames, Purchasing Manager
City of Fairhope
Posted 8-13-2015

ITEM II
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. F.O.B. City of Fairhope, as directed.
3. Shortages, defective or damaged items will be rejected. The awarded vendor will replace such items within ten (10) working days.
4. Where applicable, all Titles, fees, as well as other charges, are to be paid by awarded vendor. Awarded vendor is to furnish prepaid certificate of title in the name of the City of Fairhope, Title Shall change upon acceptance of delivery at the Owner approved delivery location.

WARRANTY

1. Winning Bidder will provide written warranty for all parts and labor for the entire lease period 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:**
 - 4.01 **Purchase outright**
 - 4.02 **Lease/Purchase with fair market buyout option at lease end using vendor supplied 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.

INSTRUCTION TO BIDDERS

1. PREPARATIONS FOR BIDS:

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 CITY OF FAIRHOPE:

3.

The City of Fairhope, Alabama, will not furnish any labor, material, or supplies unless specifically provided for in the Contract documents.

3. SIGNATURE TO BIDS:

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 City of Fairhope, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

4. ALTERNATE BIDS:

Alternate bids will not be considered unless called for. Each bid will be bid separately unless otherwise expressly requested in the contract document. Combination bids, that is bids on separate projects lumped together as a single bid or on all or none basis, will not be accepted unless the contract document expressly requests or permits same.

5. CORRECTIONS:

Fill in all blanks on the bid form with non-erasable ink or type. Erasers or other changes must be explained or noted over the signature of the bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to City of Fairhope, Alabama, and includes the Fairhope City Council, its governing body.

7. INSURANCE:

The insurance policies of any insurance company recognized as an admitted carrier by the State of Alabama, will be accepted as insurance as required for any bid or contract. See the instructions hereinafter contained with respect to the type, form, and amounts of required insurance policies.

8. MARKING AND MAILING BIDS:

Mark and mail bids per the instructions in **Item I, Advertisement.**

9. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely kept, unopened. The Owner will decide when the specified time has arrived, and bids may be rejected if received thereafter, except that when a bid arrives by mail after time for opening, but before award is made, and it is shown to the satisfaction of the Owner that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered. No responsibility will attach to the City of Fairhope, or Fairhope City Council for the premature opening of a bid not properly addressed or identified. Unless specially authorized, telegraphic bids will not be considered.

10. WITHDRAWAL OF BIDS:

Bids 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 bid confers no right for the withdrawal of the bid after it has been opened.

11. BIDDERS PRESENT:

At the time fixed for the opening of bids, 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 BIDS:

12.01 Contract 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 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 bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Owner. It also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

12.02 Local vendors, within the city limits of the City of Fairhope, will have a 5% favorable allowance if bid is greater than the bid of the lowest responsible bidder.

13. ERRORS IN BIDS:

Bidders or their authorized agents are expected to examine the sites, 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 bid. In case of error in the extension of prices, the unit price will govern.

14. CONTRACT AND BOND:

The bidder to whom award is made must, when requested, enter into written contract on the standard form as set out herein, within the period specified, or, if no period be specified, within 15 days after the required forms are presented to him for signature. NO BONDING REQUIRED FOR THIS CONTRACT.

15. COLLUSION:

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 bids on the same or other work with the City of Fairhope.

16. SUBLETTING OR ASSIGNING OF CONTRACT:

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 City of Fairhope, 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.

17 EQUAL OPPORTUNITY

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

18 BID INELIGIBILITY

18.01 Bids that contain irregularities of any kind may be declared unacceptable at the discretion of the City of Fairhope. The City of Fairhope reserves the right to waive any irregularities and may reject any or all bids.

18.02 Bids received after the deadline will be returned to the bidder unopened.

19. CONTRACT TIME

The bidder in submitting an offer accepts the conditions of the contract period stated for performing the work.

20 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.

21. BIDDERS INTERESTED IN MORE THAN ONE BID

If more than one bid is offered by any one party, by or in a name of his clerk, partner, corporation in which he has a substantial interest, or in which he is an officer, or other person, all such bids may be rejected. A party who has quoted prices on materials to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the materials or work. The City of Fairhope reserves the right to determine in its discretion whether the provisions of this clause have been violated by any bidder.

**ITEM III
SCOPE OF WORK AND SPECIFICATIONS**

BID NO 038-15 LEASE/PURCHASE BACKHOE FOR WATER DEPT

3.0 SCOPE OF WORK

The Contractor to provide all necessary supervision, labor, tolls, materials and safety equipment to perform the following task:

3.0.1 Provide equipment, associated equipment and service as per specifications, for one of the following procurement methods selected by the City:

3.0.1.1 Purchase outright

3.0.1.2 Lease/Purchase with fair market buyout option at Lease-End using vendor supplied financing.

3.0.2 Deliver items to City of Fairhope, 555 S Section Street, Fairhope, Al 36532, or other designated City site, with all freight FOB destination, prepaid & allowed.

3.0.3 Provide maintenance service as per specifications

3.1 GENERAL SPECIFICATIONS

3.1.1 Service to include:

3.1.1.1 Mobilize, set up activate, deactivate and demobilize equipment, and freight. Prior to acceptance, all equipment shall be assembled and fully serviced, and ready for operation, including initial startup supplies.

3.1.1.2 Awarded vendor will be responsible for all necessary service above and beyond normal wear and maintenance, with repairs to be accomplished within seventy-two (72) hours of notification of out of service.

3.1.2 Design

3.1.2.1 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 Backhoes.

3.1.3 Bidder Proximity

3.1.3.1 Awarded vendor must be a manufacturer, or an authorized distributor of a manufacturer. A Letter of Authorization from the manufacturer must accompany bid showing that Bidder is an authorized distributor, and that Bidder is authorized to lease equipment in Baldwin County, AL.

3.1.4 Patents

3.1.4.1 The Awarded Vendor shall protect the City of Fairhope from any damages or liability arising from alleged infringements of patents.

3.1.5 Equipment Maintenance

3.1.5.1 Maintenance service will be available during normal City of Fairhope working hours.

3.1.5.2 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.

3.2.5.3 Maximum service response time shall be forty-eight (48) hours.

3.2.5.4 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.

3.2.6 Training

3.2.6.1 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.

3.2.6.2 Operator/instruction Manuals MUST be included with equipment at time of delivery.

3.2.7 Referenced Specifications:

- 3.2.7.1 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 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 equivalent" 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 to or better falls on the Bidder, and proof must be to the City of Fairhope's satisfaction
- 3.2.7.2 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.
- 3.2.7.3 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.

3.3 TECHNICAL SPECIFICATIONS

- 3.3.1 The technical specifications as noted below are being provided by the City of Fairhope Water Department
- 3.3.2 Lease Equipment will consist of one (1) BACKHOE. Please make substitute offers noted where your specifications do not comply with the specific equipment.

CATERPILLAR 420F BACKHOE/LOADER (or approved equivalent) with all standard specifications, and to include the following:

| BACKHOE LOADER BID SPECIFICATION | |
|---|--|
| BASIC SPECIFICATIONS | |
| Y ___ N ___ | Backhoe shall have a minimum digging depth of 14'4" (4360 mm) with standard stick and 17' 11" (5442 mm) with extendible stick. |
| Y ___ N ___ | Turbocharged engine net flywheel horsepower shall be at least 93 HP (69 kW) according to SAE J1349. |
| Y ___ N ___ | Engine net peak power @ 1800 rpm shall be at least 105 HP (78kW) according to SAE J1349. |
| Y ___ N ___ | Machine to be equipped with an economy control function for maximum fuel efficiency |
| Y ___ N ___ | Unit shall have a maximum overall transport height of 11 ft 11 in (3631 mm) with standard tires and extendible stick. |
| Y ___ N ___ | Unit shall have a maximum height to the top of the canopy of 9 ft 3 in (2819 mm) with standard tires. |
| Y ___ N ___ | Maximum overall transport length shall be 23'6" (7175 mm) with standard tires and extendible stick |
| Y ___ N ___ | Unit shall have a maximum width of 7'7" (2322 mm) with a general-purpose bucket. |
| Y ___ N ___ | Unit shall have a minimum wheelbase of 7'3" (2200 mm). |
| | |

| ENGINE | |
|-------------|---|
| | |
| Y ___ N ___ | Engine must comply with U.S. EPA Tier 4 Final / EU Stage IV off road emission requirements. |
| Y ___ N ___ | Machine shall utilize Selective Catalytic Reduction (SCR) |
| Y ___ N ___ | Engine shall have an economy mode to help maximize fuel efficiency, while maintaining backhoe performance |
| Y ___ N ___ | Turbocharged engine net flywheel horsepower shall be at least 93 HP (69 kW) @ 2200 RPM according to SAE J1349. |
| Y ___ N ___ | Turbocharged engine net peak flywheel horsepower shall be at least 105 HP (78 kW) @ 1800 RPM according to SAE J1349. |
| Y ___ N ___ | Net peak torque at 1400 rpm shall be not less than 322 ft-lb (436 N-m) with 46% torque rise. |
| Y ___ N ___ | Engine compartment side panels shall have standard noise reduction and heat control insulation. |
| Y ___ N ___ | Units shall be equipped with a turbocharged, four cylinder, direct injection diesel engine with high strength, cast iron alloy single block design for high strength and long life. |
| Y ___ N ___ | The engine shall have three-ring pistons made of lightweight, silicon/aluminum alloy for strength and maximum thermal conductivity. |
| Y ___ N ___ | The engine shall have a forged chrome/molybdenum-steel crankshaft with salt bath nitro carburized pins and journals. |
| Y ___ N ___ | The engine shall have front and rear crankshaft oil seals that are "lip" type Viton and PTFE designs featuring an integral dust lip. |
| Y ___ N ___ | The engine shall have a high strength, deep skirt cylinder block that is a cast iron alloy, monobloc design for increased strength and long life. |
| Y ___ N ___ | The engine shall have a high pressure, direct injection fuel system providing accurate fuel delivery with a mechanically driven fuel transfer pump for reliability. |
| Y ___ N ___ | Engine shall have a fuel filtration rating of no more than 10-micron for the primary fuel filter / water separator. |
| Y ___ N ___ | Engine shall have a secondary fuel filter with a rating of no more than 4-microns. |
| Y ___ N ___ | Engine shall have a vertical spin-on fuel filters. |
| Y ___ N ___ | Engine shall be equipped with electric fuel priming pump as standard equipment. |
| Y ___ N ___ | Engine shall have a water/sediment bowl with water separator service indicator light. |
| Y ___ N ___ | The engine shall have an internally mounted, dry-type, perimeter seal air cleaner with an integral pre-cleaner, automatic dust ejection system, and filter condition indicator. |
| Y ___ N ___ | The engine will have a standard glow plug starting aid for efficient cold weather starting to -20 degrees F (-28 degrees C) without using ether. |
| Y ___ N ___ | The engine shall have a high contact ratio gear train, peripheral fixed isolation top cover and open deck block design to reduce bare engine noise. |
| Y ___ N ___ | Heat exchangers shall be located within the engine compartment for easy service access. |
| Y ___ N ___ | Engine shall be protected to a minimum -34 degrees F (-36.7 degrees C) with extended life antifreeze that needs not to be replaced for 5 years. |
| Y ___ N ___ | Engine cooling fan shall have a heavy-duty guard that fully prevents human contact while in operation. |
| Y ___ N ___ | Radiator shall have a heavy-duty guard to resist continued impact at low speeds. |
| Y ___ N ___ | Coolant circulation shall be provided by a gear-driven water pump, not solely belt driven, to prevent accessory belt slip and continue coolant circulation in the |

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| | event of a belt failure. |
| | |
| Y ___ N ___ | Engine shall be equipped with an alternator that has a charging capacity of minimum 150 amperes. |
| Y ___ N ___ | Engine shall be equipped with one maintenance-free 880 CCA battery, with the option for two such batteries. |
| Y ___ N ___ | Engine shall be equipped with a 12-volt direct-electric starting and charging system. |
| Y ___ N ___ | Machine shall be equipped with a standard battery disconnect switch |
| Y ___ N ___ | Engine shall be equipped with a single, automatically tensioned, serpentine accessory belt. |
| Y ___ N ___ | Engine air filter shall have a pre-cleaner and a dust ejector. |
| Y ___ N ___ | Engine shall have variable-speed, hand and foot governor controls. |
| Y ___ N ___ | Engine shall have a full flow spin-on type oil filter that is vertically mounted below the crankshaft centerline. |
| Y ___ N ___ | Engine shall have replaceable valve guides and valve seats for extended service life. |
| Y ___ N ___ | Backhoe joystick shall be equipped with a quick idle down feature that lowers the engine speed to 1,000 rpm |
| Y ___ N ___ | Machine shall have Automatic Engine Speed Control that reduces engine speed when the backhoe is not in use. This will conserve fuel and lower emission noise |
| | |
| POWERTRAIN / TRANSMISSION | |
| Y ___ N ___ | Transmission shall have an electric, neutral lock switch on the front console to prevent driveline engagement |
| Y ___ N ___ | Transmission, differentials, and hydraulics shall have separate fluid reservoirs. |
| Y ___ N ___ | 4WD shall be pendulum mounted, grease-free with sealed for life kingpins, able to be engaged "on-the-go" while under load or any operating condition. |
| Y ___ N ___ | 4WD shall be engaged at anytime by activating switch on front console. An operator shall be able to activate the switch while the machine is moving or stopped, also with or without a load |
| Y ___ N ___ | 4WD guard shall provide full coverage between the frame rails to protect the front drive shaft. |
| Y ___ N ___ | Unit shall be able to change direction and travel speed on-the-go. |
| Y ___ N ___ | Forward/reverse shuttle shall be a contactless unit for reliability. |
| Y ___ N ___ | Units shall be equipped with a transmission disconnect button on the gear shifter and loader control to allow full engine power to the loader. |
| Y ___ N ___ | Transmission shall be made, serviced and supported by the machine manufacturer. |
| Y ___ N ___ | Transmission shall have spin-on type oil filter vertically mounted. |
| Y ___ N ___ | Differential lock shall be located on the loader joystick control |
| Y ___ N ___ | The automatically shifting transmission shall have a manual override switch to allow the operator full control over the gear selection. |
| Y ___ N ___ | Unit shall be equipped with a digital torque converter temperature. |
| Y ___ N ___ | Unit shall have a single stage torque converter of no less than 2.63:1 stall ratio. |
| Y ___ N ___ | Unit shall have a high gear speed of no less than 25 mph (40.0 kph). |
| Y ___ N ___ | Unit shall have 4 forward gears, 4 reverse gears, and a fully synchronized Power-Shuttle transmission coupled with electro-hydraulically shifted forward and reverse shuttle clutches. |
| Y ___ N ___ | Planetary Drive shall have four reduction (sun gears) in the front drive. |

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| STEERING | |
| Y ___ N ___ | Oscillation shall be no less than 11 degrees each side direction from centerline. |
| Y ___ N ___ | Machine shall have hydrostatic steering. |
| Y ___ N ___ | Steering cylinder shall be double acting with a 52-degree steering angle. |
| Y ___ N ___ | Standard variable speed steering for quicker turning |
| | |
| | |
| BRAKES | |
| Y ___ N ___ | Brake mode selector switch shall have a 3 position switch allowing 2WD, 2WD travel with 4WD braking and full time four wheel drive. |
| Y ___ N ___ | Two wheel drive with four wheel braking must be available at all speeds and when the machine is in any gear. |
| | |
| Y ___ N ___ | Parking/secondary brakes shall be independent of the service brake system, allow operator complete control for a modulated stop, and shall be mechanically applied and adjusted from the cab without the need for tools. |
| Y ___ N ___ | Foot-operated brake pedals shall be able to be interlocked for roading. |
| Y ___ N ___ | Service brakes shall be hydraulically boosted for low pedal efforts. |
| Y ___ N ___ | Service brakes shall be completely enclosed and sealed using Kevlar as brake pad media. |
| Y ___ N ___ | Brakes shall be outboard oil-immersed, hydraulically actuated, multiple discs on final drive input drive shaft. |
| Y ___ N ___ | Service brakes shall be fully self-adjusting. |
| | |
| HYDRAULIC SYSTEM | |
| Y ___ N ___ | Machine shall be able to reach maximum lift capacity at any engine speed. |
| Y ___ N ___ | Maximum hydraulic pump pressure shall be at least 3,600 psi (25, 000 kPa) for the backhoe and at least 3,600 psi (25, 000 kPa) for the loader |
| Y ___ N ___ | Hydraulic system shall have a replaceable 6-micron vertically mounted, bowl and cartridge filter that is accessible from under the main frame. |
| Y ___ N ___ | Machine shall have an electronically controlled variable displacement load sensing, axial piston pump for low idle lifting and maximum durability. |
| Y ___ N ___ | Closed-center implement valves shall be standard |
| Y ___ N ___ | Unit shall contain flow sharing valves to allow for machine multifunction |
| Y ___ N ___ | Machine shall be equipped with an electronic pump torque limiter |
| Y ___ N ___ | Hose fitting shall have O-ring face seal connections for maximum seal reliability. |
| Y ___ N ___ | Hydraulic tank shall be mounted towards the rear of the engine above the pump, enabling the hood of the machine to slope downward for visibility and to keep positive pressure into the pump supply hose. |
| Y ___ N ___ | Hydraulic tank shall be made of non-metallic material to eliminate both weld shop contamination and the possibility of rust formation. |
| Y ___ N ___ | Backhoe hydraulic lines shall be fastened and constrained from hanging low within the chassis, preventing hoses from damage. |
| Y ___ N ___ | Combination auxiliary lines shall be available for both one way or two way flow |
| | |
| AXLES | |
| Y ___ N ___ | Front axle shall be pendulum mounted, permanently sealed and lubricated |

| | |
|-------------|---|
| Y ___ N ___ | Rear axle shall have differential lock with "on-the-go" engagement. |
| Y ___ N ___ | The final drives shall be heavy-duty outboard planetary type, distributing loads over three gears sealed in separate oil compartments for long-life and minimum service |
| Y ___ N ___ | Heavy-duty rear axle shall be semi-floating with self-adjusting inboard brakes. |
| | |
| | |
| | |
| | WHEELS/TIRES |
| Y ___ N ___ | Machine shall have 2WD with an option for 4WD. |
| Y ___ N ___ | 4WD Tires shall be no less than 12.5/80-18 12PR (front) and 19.5 – 24 12PR (rear) |
| Y ___ N ___ | All valve stems to be protected by metal valve stem covers |
| Y ___ N ___ | Front tires shall ride inside loader bucket cutting width. |
| | |
| | |
| | OPERATORS STATION |
| Y ___ N ___ | OSHA approved ROPS/FOPS shall be integral canopy. |
| Y ___ N ___ | On ROPS canopy units an optional, lockable vandalism cover will be available which protects the instrument gauges, key switch and electrical switches on the right console. |
| Y ___ N ___ | Operator shall have complete control to disable, or lock, the backhoe Pilot Controls with a single switch on the console. |
| Y ___ N ___ | The backhoe Pilot Controls locking switch shall always indicate the correct state of the controls, "locked" or "unlocked," and be lighted when "locked". |
| Y ___ N ___ | Pilot Controls for the backhoe shall be adjustable fore/aft, side to side and actuated by a foot control |
| Y ___ N ___ | Machine shall come standard with horn, audible back up alarm and electric fuel system shut off. |
| Y ___ N ___ | The governor pedal shall be hinged and mounted to the floor for maximum pedal positioning control. |
| Y ___ N ___ | Engine RPM shall also be controlled by electronic rotary dial |
| Y ___ N ___ | Side instruments shall include a premium gauge cluster consisting of LCD Information screen and LCD warnings. LDC warns shall include; Engine Oil Pressure, Machine Locked, Service Due, Air Filter Blocked, High Coolant Temperature, Auto Idle Shutdown, High Torque Converter Temperature and Hydraulic Filter Bypass |
| Y ___ N ___ | Unit shall have a lighted instrument panel located on the right side of the cab so that it is visible from both loader and backhoe operating positions. Indicator lights to include, Water in Fuel, Remote dial throttle active, engine warning, warning lamp, emissions module malfunction, AESC active, Regen Inhibited, Low battery/charging system warning, high hydraulic oil temperature, Wait to start and Eco Mode Active |
| Y ___ N ___ | Unit shall include four front and four rear working lights. |
| Y ___ N ___ | Machine shall have stop and turn signals with flashing hazard lamps visible from front and rear. |
| Y ___ N ___ | Electric auxiliary socket shall be available on roof for connection to items such as a rotating beacon. |
| Y ___ N ___ | A switch, accessible to the operator from the seat, shall control the auxiliary socket, primarily used for beacon operation. |
| Y ___ N ___ | Operator's compartment shall come equipped with a standard air suspension seat that can be adjusted in the fore/aft position and has a lever that controls the release for rotation at 180 degree swivel from anywhere on a sliding track mechanism. |
| Y ___ N ___ | Equipped with the standard steering wheel, the seat shall be able to swivel 180 degrees in a single motion without contacting the steering wheel or pilot control pods. |
| Y ___ N ___ | Standard seat shall be covered with vinyl with open canopy models or cloth covered Mylar in enclosed cab models. |

| | |
|----------------|---|
| Y ___ N ___ | Stabilizer controls shall be conveniently located to the operator's left side/hand. |
| Y ___ N ___ | Tilt steering wheel shall be standard for operator comfort. |
| Y ___ N ___ | Exhaust stack shall be located to the side an aligned with ROPS as to not obstruct operators vision. |
| | |
| | |
| | |
| BACKHOE | |
| Y ___ N ___ | Backhoe shall be center-pivot type complete with hydraulic stabilizers. |
| Y ___ N ___ | Maximum boom width shall be no wider than 10 inches (254 mm). |
| Y ___ N ___ | Backhoe shall come standard with a curved boom for its ability to work in confined areas and to reach over obstacles, allowing a minimum of 10.5" (265 mm) of clearance as measured in the deepest point from a plane, subtended through the axis of the rotation |
| Y ___ N ___ | Per SAE standards, rated bucket digging force shall be a minimum of 14,431 lb (64.19 kN) with a standard stick and 14,228 lb (63.29 kN) with an extendible stick. |
| Y ___ N ___ | Per SAE standards, stick-digging force shall be a minimum of 9,781 lbs (43.5 kN) with a standard stick and 9,757 lb (43.4 kN) with a fully retracted extendible stick. |
| Y ___ N ___ | Backhoe reach, from the swing pivot, shall be no less than 18'5" (5612 mm) with a standard stick and 21'10" (6652 mm) with a fully extended, extendible stick. |
| Y ___ N ___ | Backhoe shall have a loading height of no less than 11'11" (3642 mm) with a standard stick. |
| Y ___ N ___ | Backhoe shall have a loading height of no less than 13'8" (4169 mm) with a extended extendible stick |
| Y ___ N ___ | Backhoe bucket shall have a minimum of 205 degrees of bucket rotation in a single pin position. |
| Y ___ N ___ | Backhoe shall have a minimum cushioned swing arc of 180 degrees. |
| Y ___ N ___ | Per SAE J31, backhoe stick lifting ability at 8 ft (2438 mm) shall be no less than 5961 lb (2704 kg) with a standard stick. |
| Y ___ N ___ | Per SAE J31, backhoe stick lifting ability at 8 ft (2438 mm) shall be no less than 5493 lb (2492 kg) with a fully retracted extendible stick. |
| Y ___ N ___ | Per SAE J31, backhoe boom lifting at 8 feet (2438 mm) shall be no less than 3700 lbs (1678 kg) with a standard stick. |
| Y ___ N ___ | Per SAE J31, backhoe boom lifting at 8 feet (2438 mm) shall be no less than 3241 lbs (1470 kg) with a fully retracted extendible stick. |
| Y ___ N ___ | Extendible stick shall be installed. |
| Y ___ N ___ | Optional extendible stick shall be field adjusted in less than 30 minutes to eliminate excessive clearance, using simple hand tools |
| Y ___ N ___ | All sticks shall have serrated edges, at least 28" (760 mm) long, to help clamp objects securely with bucket. |
| Y ___ N ___ | All sticks shall be thumb-ready with thumb cylinder mounts and stops standard. Thumb must be able to be added without welding. |
| Y ___ N ___ | Extendible stick shall be self-lubricating, adjusted with shims, and require no grease. |
| Y ___ N ___ | Boom cylinder shall be exterior mounted for serviceability. |
| Y ___ N ___ | Stick cylinder shall be exterior mounted for serviceability. |
| Y ___ N ___ | Boom and stick shall be weld repairable. |
| Y ___ N ___ | Backhoe shall be equipped with a swing transport lock. |
| Y ___ N ___ | Backhoe shall be equipped with a boom lock that can be controlled from the seat. |
| Y ___ N ___ | Pattern changer shall be available for switching Backhoe and Excavator control patterns with an electric switch, located within the operator's station |

| | |
|-----------|---|
| Y___ N___ | Backhoe controls shall be available as pilot operated joystick controls with a standard pattern changer for SAE excavator or ISO backhoe control patterns. |
| Y___ N___ | Backhoe shall be controlled with adjustable excavator style pilot operated joystick controls. |
| Y___ N___ | Stabilizers shall be pilot operated for low efforts and located on the side console for easy access whether facing front or rear. |
| Y___ N___ | Stabilizer guards shall be available to protect stabilizer cylinders from damage |
| Y___ N___ | Backhoe shall have stabilizer lock valves as standard equipment. |
| Y___ N___ | Flip over stabilizer pads shall have a dirt grouser. |
| Y___ N___ | Stabilizer spread in the operating position to the center of the pad shall be at least 10'10" (3310 mm). |
| Y___ N___ | Stabilizers shall be able to lift the machine high enough to clear tires, on concrete with street pads. |
| Y___ N___ | Swing trunnion shall be supported on each side by two bolts loaded in tension . |
| | |
| | LOADER (SELECT BUCKET) |
| Y___ N___ | Loader bucket shall not roll back, and must not move under normal dig operations. |
| Y___ N___ | Loader shall have positive down pressure sufficient to lift tractor front end off level ground. |
| Y___ N___ | 1.4 CYD (1.00 m3) Multi Purpose bucket (4 in 1). Machine shall meet the following specifications Minimum breakout force of 11,020 lbs (49 kN) Minimum dump clearance of 9'2" (2798 mm) at full lift and 44 degree discharge Minimum dig depth of 4" (110 mm) Minimum hinge pin height 11'5" (3474 mm) Minimum lift capacity 6,828 lbs (3097 kg) Minimum rack back angle at Ground Level of 38 degrees |
| Y___ N___ | Loader shall be equipped with a return-to-dig mechanism. |
| Y___ N___ | Loader shall be equipped with a lift cylinder brace to mechanically hold the loader arms in the raised position. |
| Y___ N___ | Multi-Purpose bucket shall be operated by a thumb control on the loader joystick |
| Y___ N___ | Loader shall incorporate a steel bumper system to protect battery and engine components. |
| Y___ N___ | Loader arm torque tube shall be constructed such that it is welded to each side of each loader arm section, providing maximum strength with minimal weld stress. |
| Y___ N___ | Loader linkage shall incorporate a single, full width main tower pin for maximum strength and load distribution. |
| Y___ N___ | Loader bucket shall be suitable for general purpose with heavy-duty characteristics including high strength wear material in the leading edges of the lower side corners, equaling the material properties of the base cutting edge. |
| Y___ N___ | Loader bucket shall have a 2-piece or 3-piece bolt-on cutting edge for serviceability. |
| Y___ N___ | Loader bucket shall be self-leveling for truck loading spoil and equipped with a bucket tilt indicator. |
| Y___ N___ | A 4 in 1 bucket 1.4 cyd MP with fold over forks and bolt-on cutting edge shall be furnished with the machine as part of this lease. As well, 24" wide backhoe bucket shall be furnished as part of this lease. |
| | |
| | WORK TOOL OPTIONS |
| Y___ N___ | The OEM shall offer buckets in varying widths and capacities. |

| | |
|--|--|
| Y ___ N ___ | Buckets shall be equipped with pin-on tooth tips that are exchanged whereby the pin retainers are diagonal or vertical, allowing them to be extracted or inserted with a hammer and punch only. |
| Y ___ N ___ | A quick coupler system shall be available (mechanical and hydraulic), which will pick up the 'direct mounted' worktools. |
| Y ___ N ___ | All backhoe sticks shall be made thumb-ready, allowing bolt-on installation of thumbs, cylinder, hydraulics and hardware without welding. |
| | |
| SERVICEABILITY | |
| Y ___ N ___ | Hood release to be lockable and easily accessible from inside the cab. |
| Y ___ N ___ | Engine oil, transmission oil, hydraulic oil, brake fluid, washer fluid, coolant, engine air filter, and engine air filter monitor shall all be consolidated service points, accessible under the hood with loader arms down. |
| Y ___ N ___ | Entire machine cooling package, including radiator, transmission oil cooler, hydraulic oil cooler, fuel cooler and ATAAC shall be easily accessible without use of tools. |
| Y ___ N ___ | Water and sediment shall be drained from the fuel / water filter from a standing position without tools. |
| Y ___ N ___ | The battery(ies) shall be accessible without the use of hand tools to remove panels, toolboxes, etc. |
| Y ___ N ___ | Unit shall come standard with machine jump posts |
| Y ___ N ___ | The swing frame shall have replaceable bushings installed in the pin joints for the boom, swing cylinder rod ends and swing post. |
| Y ___ N ___ | Machine shall have easily accessible jumper posts to aid in jump-starting machine or other machines. |
| Y ___ N ___ | The hydraulic tank shall be drained through a petcock and drain hose, without need for hand tools. |
| Y ___ N ___ | The rear axle shall have brake wear check ports, allowing access to inspect brake pad wear. |
| Y ___ N ___ | The machine will be equipped with an electronic diagnostic port within the operator station, allowing service codes to be downloaded and electronic parameters to be adjusted. |
| | |
| Y ___ N ___ | Fuel tank shall contain a debris screen |
| Y ___ N ___ | Machine fault codes shall be accessible from LCD screen |
| Y ___ N ___ | The unit shall be provided with a master electrical disconnect switch. |
| Y ___ N ___ | Optional extendible stick shall be field adjustable using common hand tools. |
| | |
| MINIMUM SERVICE FILL CAPACITIES | |
| Y ___ N ___ | Standard front axle capacity (4WD) shall not be less than 2.9 gallons (11 L), with planetary capacity no less than 0.2 gallons (0.7L). |
| Y ___ N ___ | Standard rear axle capacity shall not be less than 4.4 gallons (16.5 L). |
| Y ___ N ___ | Standard high-ambient cooling system capacity shall not be less than 5.9 gallons (22.5 L). |
| Y ___ N ___ | Standard engine oil with filter capacity shall not be less than 2.3 gallons (8.8 L). |
| Y ___ N ___ | Standard fuel tank capacity shall not be less than 42 gallons (160 L) |
| Y ___ N ___ | Standard diesel exhaust fluid tank capacity shall not be less than 5 gallons (19 L) |
| Y ___ N ___ | Standard hydraulic system capacity shall not be less than 25.1 gallons (95 L). |
| Y ___ N ___ | Standard hydraulic tank capacity shall not be less than 10.6 gallons (40 L). |
| Y ___ N ___ | Standard transmission (4WD, Power Shuttle) capacity shall not be less than 4.0 gallons (15 L) |
| | |
| OWNING AND OPERATING COSTS | |

| | |
|----------------------------|---|
| Y___ N___ | Front axles shall have sealed king pin and center pendulum bearings. |
| Y___ N___ | Driveshaft universal joints shall be maintenance free. |
| Y___ N___ | Standard fill hydraulic oil must be Advanced HYDO 10 with up to 6000hr service interval in typical applications. |
| Y___ N___ | Load Sensing Variable Displacement pump shall be standard for optimized fuel efficiency and performance. |
| Y___ N___ | Front and Rear Axle Oil change shall have a 1000- hour change interval for lowering operating maintenance cost |
| Y___ N___ | Cooling System shall have a 12,000-hour change interval for lowering operating maintenance cost |
| Y___ N___ | Engine shall have a 500-hour oil change interval for lowering operating maintenance cost. |
| | |
| ADDITIONAL FEATURES | |
| Y___ N___ | Ride-Control shall be optional and will smooth the ride under all operating conditions. |
| | The additional features will remain optional to the potential bidder. If your bid includes the option, mark "Y". If your bid does not include the option, mark "N". |

END OF SCOPE OF WORK AND SPECIFICATIONS

**ITEM IV
BID RESPONSE FORM
City of Fairhope**

BID NO. 038-15 LEASE/PURCHASE BACKHOE FOR WATER DEPT

Date ___/___/___

We propose to meet or exceed the details of the options below:

BID RESPONSE:

| | | |
|-----------------|---|---------------------------------|
| Option 1 | 36 Month Lease @ | \$_____ / total monthly payment |
| | Lease total payment | \$_____ |
| | Interest Rate (APR) | _____ |
| | Total Interest Amount | \$_____ |
| | Original End of Term Purchase Option Price | \$_____ |

| | | |
|-----------------|---|---------------------------------|
| Option 2 | 48 month lease @ | \$_____ / total monthly payment |
| | Lease total payment | \$_____ |
| | Interest Rate (APR) | _____ |
| | Total Interest amount | \$_____ |
| | Original End of Term Purchase Option Price | \$_____ |

| | | |
|-----------------|--------------------------|---------|
| Option 3 | Purchase outright | \$_____ |
|-----------------|--------------------------|---------|

Make & Model:

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. 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.

EQUIPMENT BIDDER'S SIGNATURE

If Individual or Partnership

(Name of Individual or Partnership)

(Name of Partner Print)

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

(Name of Partner Print)

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

(Address)

(Address)

(Address)

Phone Number () _____ Fax Number() _____

Primary e-mail address _____

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

Federal ID No. _____

If Corporation or LLC

Company _____

State of Incorporation _____

Company Representative _____

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

Company Representative _____

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

(Address) _____

(Address) _____

(Address) _____

Phone Number () _____ Fax Number() _____

Primary e-mail address _____

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

Federal ID Number _____

NOTARY FOR EQUIPMENT BIDDER

STATE OF _____

COUNTY OF _____

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

_____, as _____

(Print name of bid signer here)

(Print bid signers Title here)

of _____ whose name is signed to the

(Print company name here)

foregoing document and who is known to me, and 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 _____, 2015.

Notary Public

My Commission Expires: _____

THIRD PARTY FINANCE COMPANY SIGNATURE

Third Party Finance Company _____ State of Incorporation _____

Company Representative _____ Title _____
(Signature)

Company Representative _____
(Print)

Company Address _____ Phone _____

_____ Fax _____

Email Address _____

Federal ID Number _____ Foreign Entity ID, if applicable _____

Alabama State Contractor's License Number, if applicable _____

NOTARY FOR THIRD PARTY FINANCE COMPANY

STATE OF _____ }
COUNTY OF _____ }

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

_____, as _____
(Print name of bid signer here) (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 _____, 2015.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

END OF BID RESPONSE FORM

LEASE AGREEMENT DOCUMENTS
FOR
BID NO 038-15
LEASE-PURCHASE BACKHOE
FOR WATER DEPARTMENT

FOR THE
CITY OF FAIRHOPE

Timothy M. Kant, Mayor
FAIRHOPE CITY COUNCIL
Jack Burrell, Council President

Set No. _____

**ITEM V
LEASE AGREEMENT**

This LEASE / PURCHASE AGREEMENT (hereinafter "Agreement") is made this ____ day of _____, 2015, by and between the **City of Fairhope**, Alabama (hereinafter "**Lessee**") and _____ (hereinafter "**Lessor**"), for

Bid No 038-15 LEASE-PURCHASE BACKHOE FOR WATER DEPT

The **Lessee** and **Lessor** agree as set forth below:

1.0 Term of Agreement

The term of the agreement shall be for a period of _____ Years from _____ to _____.

2.0 Survivability

Placements made using the authority provided by this Contract will not survive the Contract itself, and must be terminated at the _____ month date, as specified herein. **Lessee** 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.

3.0 Compensation

3.01 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

3.02 All invoices must include the leased machine make, model, and serial number.

3.03. 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.

The **Lessor** agrees to charge, and the **Lessee** agrees to pay a total lease of _____ DOLLARS (\$ _____), in _____ monthly payments of _____ DOLLARS (\$ _____). The term of the lease will be for a period of _____ **MONTHS** from the delivery acceptance date of THE LEASE EQUIPMENT ordered under this Agreement, , for the required monthly rentals, maintenance routine, repairs, and all other services covered by this Agreement, unless terminated by the execution of other clauses of this Agreement. Inclusive in the lease will also be an Original End of Term Purchase Option Price of _____ DOLLARS (\$ _____) at end of lease period. The **Lessee**, at his option, may make payments in larger increments than monthly, inclusive of yearly payments.

4.0 Payment Withheld

4.01 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:

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

4.02 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.

5.0 GENERAL CONDITIONS

5.01. 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**.

6.0 TERMINATION OF AGREEMENT

6.01 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.

6.02 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 _____ months 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.

6.03 Termination for Convenience:

Lessee has the absolute right to terminate this contract at any time the **Lessee** determines that the purposes of the distribution of City moneys under this contract would no longer be served by completion of the project. The **Lessee** shall effect such termination by giving written notice of termination to the **Lessor** and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the **Lessor** under this contract shall, at the option of the **Lessee**, be delivered by the **Lessor** to the **Lessee** and shall become the **Lessee's** property. The **Lessor** shall be entitled to receive just and equitable compensation for any satisfactory services and goods delivered. 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.

7.0 WARRANTY

7.01 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.

7.02 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 referenced in the specifications.

7.03 The warranty period will be concurrent with the lease term, or if purchased outright, for a period of one year from acceptance of delivery.

8.0 TIME OF COMPLETION

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.**

9.0 INSURANCE REQUIREMENTS

9.01. 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.

9.02 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 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 Lessor.

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

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

9.05. Worker's Compensation and Employers Liability

Part One: Statutory Benefits as required by the State of Alabama

Part Two: Employers Liability

\$100,000 Each Accident
\$100,000 Each Employee
\$500,000 Policy Limit

9.06 U.S. Longshoreman & Harbor workers Act (USL&H)

Required if Contract involves work near a navigable Waterway that may be subject to the USL&H law.

9.07 Maritime Endorsement (Jones Act)

Endorsement required if contract involves the use of a Vessel. Or include coverage for "Master or Members or Crew" under "Protection and Indemnity" coverage (P&I), unless crew is covered under Workers Compensation.

| | |
|---------------------------|---------------------------|
| Bodily injury by accident | \$1,000,000 Each Accident |
| Bodily injury by disease | \$1,000,000 Aggregate |

9.08 Commercial General Liability

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

| | |
|---------------------------------|-------------|
| Each Occurrence | \$1,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
| Products/Completed Operation | |
| Aggregate | \$2,000,000 |
| General Aggregate | \$2,000,000 |
| Coverage to include | |

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

9.09 Automobile Liability

Covering all Owned, Non-Owned, and Hired vehicles with a limit of less than \$1,000,000 combined single limit of Bodily Injury and property damage per occurrence.

9.10 Owner's Protective Liability

Where applicable, the **LESSOR** shall at his expense provide Owners Protect 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.

9.11 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.

10.0 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 sign warning against hazards in and around the Work site.

11.0 EXTRA WORK AND ASSOCIATED COSTS

11.01 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.

11.02 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.

12.0 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

13.0 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**.

14.0 SCOPE OF WORK AND SPECIFICATIONS

As referenced in Bid documents.

15.0 MISCELLANEOUS PROVISIONS

- 15.1 The **Lessor** shall not employ Subcontractors without the express written permission of the **Lessee**.
- 15.2 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**.
- 15.3. 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**.
- 15.4 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.
- 15.6 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.
- 15.7. This Agreement is considered a non-exclusive Agreement between the parties.
- 15.8 This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.
- 15.9 Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.
- 15.10 This Agreement, the Bid Invitation packet, and associated addenda, and amendments, if any, 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.
- 15.11 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.
- 15.12. 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

- 15.13 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.
- 15.14. During the term of the Agreement, **Lessee** will operate leased equipment only in applications for which it is designed.

16.0 END OF LEASE

- 16.01 If the end date is other than date stated herein as end date of this agreement, **Lessee** will give **Lessor** Fifteen (15) days notice prior to the date of **Lessee's** intention to terminate agreement and return leased equipment
- 16.02 At termination of lease, **Lessor** will recover leased equipment at **Lessee's** location, at **Lessor's** expense.
- 16.03 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.
- 16.04 **Purchase Option:** The City of Fairhope shall have the option to purchase the Equipment at the end of the Original Term of the Lease "AS IS, WHERE IS" for the price as stated on the Bid Response Form. The City will be solely responsible for any and all taxes and other charges associated with the purchase of the equipment. The Vendor shall not have any delivery obligations with respect to any purchased end of lease equipment already on City property.

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

FOR: THE LESSEE

BY: _____
Tim Kant, Mayor

ATTEST: _____
Lisa Hanks, MMC
City Clerk

NOTARY FOR THE LESSEE

{STATE OF ALABAMA}
{COUNTY OF BALDWIN}

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

Given under my hand and Notary seal on this the ____ day of _____ 2015.

Notary
My commission expires ___/___/___

FOR THE LESSOR

Equipment Company Signature

If Individual or Partnership

(Name of Individual or Partnership)

(Name of Partner Print)

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

(Name of Partner Print)

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

(Address)

(Address)

(Address)

Phone Number () _____ Fax Number() _____

Primary e-mail address _____

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

Foreign Entity ID (out of state) _____

If Corporation or LLC

Company _____

State of Incorporation _____

Company Representative _____

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

Company Representative _____

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

(Address)

(Address)

(Address)

Phone Number () _____ Fax Number() _____

Primary e-mail address _____

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

Foreign Entity ID (out of state) _____

NOTARY FOR THE LESSOR

{ State of _____ }

{ County of _____ }

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____
_____ whose name as _____ of _____, a corporation,
is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being
informed of the contents of the within instrument, he, as such officer and with full authority executed the same
voluntarily and as the act of said corporation.

Given under my hand and Notary Seal this the _____ day of _____, 2015.

Notary Public
My Commission Expires: ___/___/___

THIRD PARTY FINANCE SIGNATURE

Third Party Finance Company _____

State of Incorporation _____

Company Representative _____ Title _____
(Signature)

Company Representative _____
(print)

Company Address _____ Phone _____

_____ Fax _____

Email _____

Federal ID Number _____ Foreign Vendor Entity ID 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 _____
(Print Name of Bid Signer) (Bid Signer's Title)

respectively of _____
(Print Name of 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 _____, 2015.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

ITEM VI

MANDATORY CLAUSE FOR THIRD PARTY LEASE DOCUMENTS

THIS CLAUSE MUST BE INSERTED IN ALL THIRD PARTY LEASE DOCUMENTS (IF BIDDING UTILIZING DOCUMENTS OTHER THAN THOSE PROVIDED BY THE CITY OF FAIRHOPE).

“Lessor and Lessee agree that all conflicts between the Lease Purchase Agreement and the City of Fairhope Bid Invitation Bid Number 035-15 Lease-Purchase Backhoe for Water Dept., including all attachments thereto (including, without limitation, the City of Fairhope, Alabama Standard Terms and Conditions, the Specifications, and the Sample Lease Agreement Documents) and any bid response submitted in connection therewith (the “Bid Documents”) will be resolved in favor of the Bid Documents. The terms of the Bid Documents will take precedence over the _____ Equipment Lease Purchase Agreement in all respects. If any of the provisions of this Equipment Lease Purchase Agreement conflict with Alabama law, said provisions shall be null and void. This, however, will not affect the validity and/or enforceability of any other terms of the Equipment Lease Purchase Agreement.”

ITEM VII
CITY OF FAIRHOPE, ALABAMA
STANDARD TERMS AND CONDITIONS

1. 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.

2. ACCEPTANCE OF WORK

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

3. ADDENDA

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

4. ADDITIONAL ORDERS

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

5. APPLICABLE LAW

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

6. ASSIGNMENT

The awarded vendor shall not assign the Contract / Agreement /Purchase Order or sublet it as a whole without the express written permission of the City of Fairhope. The awarded vendor

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

7. ASSURANCE OF NON-CONVICTION OF BRIBERY

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

8. AWARD CONSIDERATION

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

9. AWARD OR REJECTION OF BIDS

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

10. BACK ORDERS

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

11. BID AND PERFORMANCE SECURITY

If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the bid and be made payable to The City of Fairhope of Baldwin County, Al. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the City and underwritten by a company 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.

12. BRAND NAMES

Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands.

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

13. BUSINESS LICENSE

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

14. CANCELLATION OF / CONTRACT / AGREEMENT / PURCHASE ORDER / LEASE

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

15. CERTIFICATION PURSUANT TO ACT NO. 2006-557

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

Office of the Secretary of State

P.O. Box 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>.

16. 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.

17. DELIVERY OF BID

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

18. DELIVERY

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

19. ENVIRONMENTAL REQUIREMENTS

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

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

20. EQUIPMENT DEMONSTRATION

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

21. EQUIPMENT ELECTRICAL CERTIFICATION

All electrical equipment purchased shall conform to, and be identified in, the applicable standard(s), or otherwise be certified as applicable, as of the bid opening date and time, by Underwriters Laboratories, Inc. or other recognized laboratory facility. Bidder must provide satisfactory documentation with returned bid that all such equipment meets the applicable product standard or has otherwise been certified as outlined

above. Unless indicated in the bid document, the above certification shall apply to the equipment itself, not the individual components of that equipment.

22. ERRORS IN BID

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

23. FORCE MAJEURE

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

24. HAZARDOUS AND TOXIC SUBSTANCES

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

25. INDEMNITY

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

26. INSPECTION

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

27. INSPECTION OF PREMISES

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

28. INSURANCE

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

29. INVITATION TO BID

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

30. INVOICING, DELIVERY, PACKAGING

Invoices shall be prepared only after ordered materials have been delivered. All invoices must show the purchase order number. Unless otherwise specified in writing, vendors shall not ship any material without an authorized Purchase Order from the City of Fairhope Purchasing Department. All packages delivered must show the purchase order number. The awarded vendor will be required to furnish all materials, equipment and/or service called for at the bid price quoted. In the event the awarded vendor fails to deliver within a reasonable period of time, as determined by the City of Fairhope, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items

needed. The original awarded vendor will be back charged the difference between the original contract price and the price the City of Fairhope has to pay as a result of the failure to perform by the original awarded vendor. All bids will remain firm for acceptance for 60 days from the date of bid opening. Prices shall be net F.O.B., Prepaid and Allow, City of Fairhope chosen site, Baldwin County, Al. The title and risk of loss of the goods will not pass to the City of Fairhope until receipt and acceptance takes place at the F.O.B. point.

31. LABELING

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

32. LOSS OR DAMAGE IN TRANSIT

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

33. MANDATORY SITE VISIT

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

34. MONITORING OF SERVICES

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

35. NON-CONFORMING MERCHANDISE

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

36. NON-DISCRIMINATION

The City of Fairhope is an Equal Opportunity Employer and requires that all CONTRACTORS comply with the Equal Employment Opportunity laws and the provisions of the Contract

/ Agreement / Purchase Order documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

37. NON EXCLUSIVE

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

38. NOTIFICATION AND ACCIDENT REPORTS

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

39. PACKAGING

All goods must be packaged in new packing containers. Packing that meets the requirements of common carriers is acceptable, unless otherwise required. A packing slip or invoice must accompany all shipments and must reference the purchase order number. Unless otherwise specified, goods are to be packaged in cartons meeting federal specifications and shipped on non-returnable pallets.

40. PATENTS

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

41. PAYMENT

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

City of Fairhope
Accounts Payable Department
P.O. 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.

42. PAYMENT WITHHELD

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

43. PRODUCT TESTING

Vendor shall incur all cost involved in obtaining an Independent

Laboratory Test if the City deems necessary during the term of the Contract / Agreement / Purchase Order. The City of Fairhope reserves the right to request a demonstration of any and all items bid before making the award

44. PERMITS LICENSES AND CERTIFICATES

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

45. PREPARATION OF BID

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

46. QUESTIONS / CONTACT

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

47. RECEIPT BY CITY OF FAIRHOPE

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

48. REJECTION OF BIDS

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

50. RIGHT TO AUDIT

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

51. SAMPLES

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

52. SAFETY MEASURES

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

53. SET-UP AND INSTALLATION

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

54. SPILL CLEAN UP

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

55. SUBSTITUTIONS

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

56. TABULATION

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

57. TAXES

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

58. TERMINATION FOR CONVENIENCE

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

59. TERMINATION FOR DEFAULT

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

60. TERMINATION FOR NON-APPROPRIATION

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

61. TIME IS OF THE ESSENCE

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

62. TITLE

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

63. VENDOR LIST

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.

64. WARRANTY

The awarded vendor expressly warrants that all articles, materials, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the City of Fairhope, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defects. The awarded vendor further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period will be at the awarded vendor's sole expense. Awarded vendor will provide written warranty for all parts and labor for a period of (1) one year commencing from date of written acceptance of

delivery by City of Fairhope. Awarded vendor will provide written copies of all other applicable warranties, such as, Manufacturer's warranty. Those warranties, if any, will be in addition to the awarded vendor's warranty, and the terms of which will not be altered by the awarded vendor's warranty.

65. IMMIGRATION LAW

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

ITEM VIII

Alabama Immigration Act Contract Requirements

1.0 Background

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

2.0 Definitions

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

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

- a. Self-employed individuals, business entities filling articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

CONTRACTOR. A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include, but not be limited to, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity.

EMPLOYEE. Any person directed, allowed, or permitted to perform labor or service of any kind by an employer. The employees of an independent contractor working for a business entity shall not be regarded as the employees of the business entity, for the purposes of this chapter. This term does not include any inmate in the legal custody of the state, a county, or a municipality.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

E-VERIFY. The electronic verification of federal employment authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, P.L. 104-208, Division c, Section 403 (a); 8 U.S.C. §1324(a), and operated by the United States Department of Homeland Security, or its successor program.

STATE-FUNDED ENTITY. Any governmental entity of the state or a political subdivision thereof or any other entity that receives any monies from the state or a political subdivision thereof; provided, however, an entity that merely provides a service or a product to any governmental entity of the state or a political subdivision thereof, and receives compensation for the same, shall not be considered a state-funded entity.

SUBCONTRACTOR. A person, business entity, or employer who is awarded a portion of an existing contract by a contractor, regardless of its tier.

UNAUTHORIZED ALIEN. An alien who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a (h) (3) .

3.0 **Mandatory Clause**

All contracts or agreements to which the state, a political subdivision, or state-funded entity are a party shall include the following clause:

"By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

For purposes of this section, "contract" shall mean a contract awarded by the state, any political subdivision thereof, or any state-funded entity that was competitively bid or would, if entered into by the state or an agency thereof, be required to be submitted to the Contract Review Permanent Legislative Oversight Committee.

4.0 **Contracts Involving Business Entity, or Employer**

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the state of Alabama, **the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program.** During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

5.0 **Contracts Involving Subcontracting**

Any subcontractor on a project paid for by contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. Furthermore, during the performance of the contract, the subcontractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor.

6.0 **Proof of E-Verify documentation will be in the form of a copy of the signed Memorandum Of Understanding (MOU) generated upon completion of the E-Verify program .**

Item IX
INVITATION SUMMARY
Bid No 038-15
LEASE-PURCHASE BACKHOE FOR WATER DEPT

| | |
|--|--|
| Invitation for bid #: Backhoe | Bid No 038-15 Lease-Purchase for Water Dept |
| Issue Date: | 08/14/15 |
| Bid Bond Requirements: | 5%, but not more than \$10,000 |
| Certificate of Insurance Requirements: | See Standard Terms and Conditions |
| Pre-Bid Meeting: | no |
| Deadline for Questions Date: | 09/04/2015 |
| IFB Closing Date: | 09/09/2015 9:00 A.M. |
| City Internet Site: | www.cofairhope.com |
| Bid Copies: | 1 |
| Purchasing Department Contact: | Daniel P Ames, Purchasing Manager Dan.ames@cofairhope.com (251) 928-8003 |

ITEM X
BIDDER INFORMATION
BID NO 038-15 LEASE-PURCHASE BACKHOE FOR WATER DEPT

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

Business Organization

Name of Bidder (exactly as it appears on W-9):

Doing-Business-As Name of Bidder:

Principal Office Address:

Telephone Number: _____ Fax No. _____

E-mail address _____

Website: _____

Form of Business Entity [check one ("X")]

Corporation _____

Partnership _____

Individual _____

Joint Venture _____

Other (describe): _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation: _____

Location of incorporation: _____

The corporation is held: Publicly _____

Privately _____

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is: General _____

Limited _____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV Agreement recorded? Yes _____

No _____

Contact Information: Name _____

Email _____ Phone _____

END OF BIDDER INFORMATION SECTION