

ITEM I
CITY OF FAIRHOPE
BID INVITATION

October 20, 2010

Sealed proposals will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, until 2:00P.M. November 24, 2010, and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:

Bid Number 003-11, MATERIAL HANDLER TRUCK

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail or faxed to the attention of the Purchasing Manager, Daniel P. Ames, P.O. Drawer 429, 555 South Section St., Fairhope, Al 36532, e-mail: dan.ames@cofairhope.com, fax number: 251-990-0125, Seventy Two (72) hours prior to the bid opening or will be forever waived.

All bids must be on blank forms provided in the Bid Documents. **BID BOND IS WAIVED.**
THERE WILL BE NO 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. The City reserves the right to accept or reject all bids or any portion thereof whichever is in the best interest of the City of Fairhope.

The company that is awarded the bid must have Workman's Compensation Insurance on all of its employees if work is done on City premises. General Liability Insurance must be maintained to hold the City harmless in the event of an accident. Proof of Workman's Compensation Insurance if work is done on City premises and General Liability Insurance specifying coverage must accompany this bid packet. See specifications for details.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, non-residents of the State if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama. Bidder must have a current business license or purchase a business license with the City of Fairhope prior to bid being awarded.

Daniel P. Ames,
Purchasing Manager
Posted: 10-20-2010

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ITEM II

INSTRUCTION TO BIDDERS

AWARD OR REJECTION OF BIDS

1. The Bid will be awarded to the lowest responsible bidder complying with 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 issue Purchase Order(s) to the awarded vendor for bid items as needed.
2. If awarded vendor fails to fill Purchase Order(s) or deliver on time, the City of Fairhope reserves the option to procure needed, comparable items from any source, and bill the awarded vendor for associated expenses generated by such failure.

PACKAGING & DELIVERY

1. Deliver bid items to City of Fairhope Warehouse, 555 South Section Street, Fairhope, AL, 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 Purchase Order Number clearly referenced thereon**, to City of Fairhope receiving personnel for signing.
3. F.O.B. City of Fairhope, as directed.
4. Shortages, defective or damaged items will be rejected. The awarded vendor will replace such items within ten (10) working days.
5. If applicable, all titles, fees, as well as other charges, are to be paid by awarded vendor. Awarded vendor is to furnish prepaid certificate of title in the name of the City of Fairhope, Title shall change upon acceptance of delivery at the Owner approved delivery location.
6. The bidder shall give the City at least 24 hours notice (Weekends and Holidays excluded) prior to delivery on site.

PAYMENT

1. Invoices -- Upon completion of service and delivery of materials specified in the applicable purchase order, awarded vendor will submit an invoice and signed delivery ticket to:
City of Fairhope
Accounts Payable Department
P.O. Box 429
Fairhope, AL 36533
2. **All invoices must reference appropriate Purchase Order Numbers**
3. Payment Of Invoice: All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.

COMPLIANCE

1. Compliance with or variations from the specifications must be noted as to each item on the Specification Sheet. This requirement must be met even though the Purchasing Manager may alter the specifications in the form of an addendum to accommodate variances. A request for a change in the specifications to accommodate a variation must be called to the attention of the Purchasing Manager at least 72 hours before the bid opening date. All requests for such changes will be considered and the merits weighed. Only those changes in specifications deemed to be in the best interest of the City will be made. In the event of a change in specifications, an addendum will be supplied to bidders. Exceptions may be accepted if they are minor, equal, or superior to that which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The exceptions shall refer to the specification page and paragraph number. The City shall determine which (if any) exceptions are acceptable and this determination shall be final.

ITEM III

CITY OF FAIRHOPE, ALABAMA STANDARD TERMS AND CONDITIONS

ACCEPTANCE OF AGREEMENT

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

ACCEPTANCE OF WORK

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

ADDENDA

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

www.cofairhope.com. It is the responsibility of the bidder to verify that all addenda have been received, and to include all signed addenda in the bid submission

ADDITIONAL ORDERS

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

APPLICABLE LAW

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

ASSIGNMENT

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

ASSURANCE OF NON-CONVICTION OF BRIBERY

The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery,

attempted bribery or conspiracy to bribe under the laws of any state or Federal government.

AWARD CONSIDERATION

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

AWARD OR REJECTION OF BIDS

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

BACK ORDERS

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

BID AND PERFORMANCE SECURITY

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

bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Purchasing Manager deems the failure to be non-substantial. All checks will be returned to the bidders after the contract has been approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

BRAND NAMES

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

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

BUSINESS LICENSE

The vendor selected to enter into a Contract / Agreement with the City of Fairhope must be licensed to do business in the City of Fairhope prior to commencement of any work under the contract. Delivery of goods or

services to the City of Fairhope by Purchase Order have detailed and varied Business License requirements. In all instances that require a business license. Awarded vendor will provide proof of possessing a current City of Fairhope Business License. Prospective bidders will not be required to possess a City of Fairhope Business License prior to award.

CANCELLATION OF / CONTRACT / AGREEMENT / PURCHASE ORDER / LEASE

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

CERTIFICATION PURSUANT TO ACT NO. 2006-557

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

Office of the Secretary of State
P.O. Box 5616
Montgomery, AL 36103
(334) 242-5324

Fax: (334) 240-3138

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

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

COST OF REMEDYING DEFECTS

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

DELIVERY OF BID

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

DELIVERY

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

ENVIRONMENTAL REQUIREMENTS

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

container of hazardous materials must be appropriately labeled with:

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

EQUIPMENT DEMONSTRATION

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

EQUIPMENT ELECTRICAL CERTIFICATION

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

ERRORS IN BID

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

FORCE MAJEURE

Neither the City nor the awarded vendor shall be deemed in breach of any contract / Purchase Order or Agreement which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of

God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other immediately in writing of the cause of such after the beginning period thereof.

The awarded vendor may request cancellation and the City of Fairhope may grant the request if performance is prevented by any of the above referenced causes, or other unavoidable circumstances not attributable to the fault or negligence of the vendor. The burden of proof for such relief rests with the vendor. All correspondence pertaining to cancellation of a purchase order or term contract must be addressed to the City of Fairhope Purchasing Manager.

HAZARDOUS AND TOXIC SUBSTANCES

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

INDEMNITY

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

be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, only to the extent that the damage or injury is caused by a negligent act or omission of the awarded vendor, or caused by failure of the awarded vendor's supplied product to perform as specified.

INSPECTION

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

INSPECTION OF PREMISES

At reasonable times, the City may inspect those areas of the awarded vendor's place of business that are related to the performance of a Contract / Agreement / Purchase Order. If the City makes such an inspection, the awarded vendor must provide reasonable assistance. The City of Fairhope reserves the right on demand and without notice all the vendor's files associated with a

subsequent Contract / Agreement / Purchase Order where payments are based on the awarded vendor's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the Contract / Agreement / Purchase Order.

INSURANCE

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

INVITATION TO BID

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

INVOICING, DELIVERY, PACKAGING

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

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

LABELING

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

LOSS OR DAMAGE IN TRANSIT

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

MANDATORY SITE VISIT

If the RFQ / ITB /RFP or other form of solicitation requires a mandatory site visit, bidders must inspect the site where installation or service is to take place to obtain a full

understanding of scope of work outlined therein. Date of site visit will be determined by the City of Fairhope.

MONITORING OF SERVICES

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

NONCONFORMING MERCHANDISE

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

NON-DISCRIMINATION

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

NON EXCLUSIVE

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

NOTIFICATION AND ACCIDENT REPORTS

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

results in a fine levied against the City of Fairhope then the awarded vendor shall be responsible for all fines levied against the City of Fairhope.

PACKAGING

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

PAYMENT

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

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

All invoices must reference appropriate Purchase Order Numbers

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

PAYMENT WITHHELD

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

RECEIPT BY CITY OF FAIRHOPE

If not otherwise stated in the order, the City of Fairhope will be said to have received goods when they have been delivered, unloaded and placed on the agency's dock or if there is no dock, inside an accessible building, and signed for

by an authorized City employee. Shipments will be checked against the receiving copy of the Purchase Order. If the purchase order requires grading certificates, USDA Stamps, or any proof of quality, such proof must accompany the shipment.

SET-UP AND INSTALLATION

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

SPILL CLEAN UP

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

PRODUCT TESTING

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

PATENTS

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

PACKAGING

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

PERMITS LICENSES AND CERTIFICATES

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

PREPARATION OF BID

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

QUESTIONS / CONTACT

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

REJECTION OF BIDS

The City of Fairhope reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the City of

Fairhope will be promoted thereby. Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the City of Fairhope, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, Evidence of collusion among bidders, Unauthorized alteration of the bid form.

RIGHT TO AUDIT

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

SAMPLES

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

SAFETY MEASURES

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

SUBSTITUTIONS

Substitutions on a purchase order shall require the approval of the Originating Buyer. The City of Fairhope reserves the right to reject at destination and hold at the vendor's risk and expense any goods supplied by the vendor which do not conform to the

specification or description embodied in the order or are inferior in any respect to the good specified. Any good bought by sample which is inferior in quality to the sample submitted by vendor will be rejected. Any goods delivered that do not meet specifications may be returned to the vendor at its expense. When a good is returned, the vendor must make immediate replacement with acceptable merchandise or the City of Fairhope may seek remedies for default.

TABULATION

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

TAXES

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

TERMINATION FOR CONVENIENCE

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

TERMINATION FOR DEFAULT

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

TERMINATION FOR NON-APPROPRIATION

Termination for Non-appropriation – The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made

available by the local source, State Legislature and/or federal sources. The City of Fairhope may terminate any financial obligation, and awarded vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City of Fairhope's funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

TIME IS OF THE ESSENCE

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

TITLE

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

VENDOR LIST

A vendor may be removed from the City of Fairhope's Bidders List if a vendor fails to respond to three (3) consecutive ITB's. A properly submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

WARRANTY

The awarded vendor expressly warrants that all articles, materials, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the City of Fairhope, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defects. The awarded vendor further warrants all items for a period of one year,

unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period will be at the awarded vendor's sole expense. Awarded vendor will provide written warranty for all parts and labor for a period of (1) one year commencing from date of written acceptance

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

ITEM IV

SCOPE OF WORK AND SPECIFICATIONS

BID NO. : 003-11

BID NAME: MATERIAL HANDLER TRUCK

1.0 SCOPE OF WORK

- 1.1 The Awarded Vendor to provide all necessary supervision, labor, tools, materials and safety equipment to perform the following tasks:
- 1.2 Provide MATERIAL HANDLER TRUCK as per specifications, as ordered by Purchase Order.
- 1.3 Deliver items to the City of Fairhope Warehouse, Fairhope AI, or other designated City site.
- 1.4 Provide current, applicable Material Safety Data Sheets (MSDS) with each delivery, notifying receiving personnel of any changes, replacements or revisions.
- 1.5 The attached specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of the City of Fairhope regarding this bid; said specifications should be so considered by the bidders. The use of specific names is not intended to restrict the bidder or any seller or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment best suited for the City of Fairhope. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work by the bidder and at the bidder's sole expense, the same as if indicated and specified.
- 1.6 This specification outlines the requirements for ONE (1) MATERIAL HANDLER TRUCK.

**SPECIFICATIONS FOR A 55 FOOT
INSULATING HYDRAULIC ARTICULATING OVERCENTER AERIAL DEVICE
(MATERIAL HANDLER TRUCK)**

This specification is to set forth the specific requirements for a 55 foot to bottom of platform, hydraulic operated, articulating overcenter aerial device with a steel line service body mounted on an appropriate chassis/cab. These insulating aerial device requirements shall also include an insulating lower boom, an insulating upper boom and a dielectrically tested insulating control handle, with upper control isolation system at the boom tip, offering an additional layer of secondary dielectric protection for the operator.

This aerial device shall be to the manufacturer's standard. It shall be equipped with the manufacturer's equipment and accessories which are included as standard in the advertised and published literature for the unit. No such item of equipment or accessories shall be removed or omitted for the reason that it was not specified in the bid.

If it is necessary to bid alternate equipment or to take exceptions to the specifications as set forth, this must be so stated in your bid. For each item, please place an X in the appropriate space (Yes__ No__) to signify whether or not you are in complete compliance with the specification. Failure to follow the

format or answer the specification may cause your bid to be disqualified. If you need extra space to describe your product, please attach extra sheets. When doing this, be sure your description references the appropriate question number.

Note: Dimensions listed as working height and reach are approximate.

| <u>GENERAL SPECIFICATIONS:</u> | | COMPLY | |
|---------------------------------------|---|---------------|-----------|
| | | YES | NO |
| 1. | 55 ft. articulating overcenter aerial device device with an insulating lower boom, insulating upper boom and a dielectrically tested insulating control handle, with upper control isolation system at the boom tip, for installation over rear axle, built in accordance to standard specifications and to include the following features: | _____ | _____ |
| | A. <u>Ground to Bottom of Platform Height</u> : 56.0 feet at 4.0 feet from centerline of rotation (17.1 m at 1.2 m) | _____ | _____ |
| | B. <u>Working Height</u> : 61.0 feet (18.6 m) | _____ | _____ |
| | C. <u>Maximum Reach to Edge of Platform with Upper Boom Overcenter</u> : 48.8 feet (14.9 m) | _____ | _____ |
| | D. <u>Maximum Reach to Edge of Platform with Upper Boom Non-overcenter and Lower Boom at 124°</u> : 43.4 feet at 25.7 foot platform height (13.2 m at 7.9 m) | _____ | _____ |
| | E. <u>Pedestal and Turntable</u> : Box structure design with large service openings, 1.55 inch (32 mm) top plate of pedestal and stiffened . inch (32 mm) bottom plate of turntable machined after welding to provide a rigid, flat mounting surface for the rotation bearing. This extends the life of the bearing and reduces life cycle cost. | _____ | _____ |
| | F. <u>Rotation</u> : Continuous rotation provided by worm gear drive, equipped with extended shaft for manual rotation, driving a shear ball bearing rotation gear. The fully adjustable rotation drive assembly includes an external eccentric ring adjustment of the gearbox pinion gear to the main rotation bearing, permitting the <u>ability to easily adjust backlash</u> , reduce boom side play and ensure proper tooth contact over the life of the unit. This reduces life cycle cost. | _____ | _____ |
| | G. <u>Lift Cylinders</u> : The rod eye is both thread and weld fastened to the rod while the blind end of the cylinder is of cast steel, one piece design, which houses internal (unexposed), cartridge-type, bi-directional counter-balance holding valves. Self-aligning, spherical ball-type bushings are used at each end of the cylinder. | _____ | _____ |

GENERAL SPECIFICATIONS:

COMPLY
YES NO

- | | | |
|---|-------|-------|
| H. <u>Lower Boom</u> : Constructed of two fixture-welded, (80,000 PSI [551,580 kPa] yield) high strength low alloy steel side plates. Insulator provides 24 inches (610 mm) of isolation in the lower boom. The inner surface of the fiberglass insulator has a wax coating molded in during manufacture to provide a dry, smooth inner surface which will cause moisture to bead. The outer surface has a smooth gelcoat finish. Lower boom articulation is 0° to 100°. Lower boom articulation is 0° to 124° on extended reach units. | _____ | _____ |
| I. <u>Lower Boom Stow Protection</u> : To help prevent excessive down pressure by boom structures when stowing. | _____ | _____ |
| J. <u>Lower Boom Pivot Pin</u> : high strength chrome plated steel with self-lubricating, replaceable, non-metallic bearing. | _____ | _____ |
| K. <u>Upper Boom</u> : Utilizes a fixture welded, high strength low alloy steel structure designed to accept a fiberglass upper boom section. Steel/glass attachment is bolted and bonded. The fiberglass section provides a minimum of 150 inches (3810 mm) of isolation in the upper boom. The inner surface of the fiberglass boom has a wax coating molded in during manufacture to provide a dry, smooth inner surface which will cause moisture to bead. The outer surface has a smooth gelcoat finish. Upper boom articulation is 0° to 210° | _____ | _____ |
| L. <u>Boom Linkage, Walking Link</u> : This design features uniform speed of upper boom, and provides smooth, continuous, self-adjusting, low maintenance operation. | _____ | _____ |
| M. <u>Side-by-Side Boom Stow</u> : This design offers low travel height, low center of gravity and provides easy platform access | _____ | _____ |
| N. <u>Upper Boom Hold Down Device</u> : Manual locking system. | _____ | _____ |
| O. <u>Platform Leveling System</u> : The platform is leveled by a single leveling chain with fiberglass rods in upper and lower boom, designed to maintain the dielectric integrity of the aerial device. Controls for tilting the platform are located at the platform. The mechanism for tilting the platform includes one dual acting cylinder incorporating counterbalance load holding valves to lock the platform in the event of hydraulic line failure. | _____ | _____ |
| P. <u>Platform</u> : Totally enclosed, fiberglass. | _____ | _____ |

GENERAL SPECIFICATIONS:

COMPLY
YES NO

- | | | |
|---|-------|-------|
| Q. The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. | _____ | _____ |
| 1. Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation. Handle is <u>tiller</u> style and points <u>away</u> from elbow. | | |
| 2. Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls. | | |
| 3. Control Console: Non-tested non-metallic control console plate. | | |
| 4. Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not dielectrically tested, but they may provide some protection against electrical hazards. | | |
| S. <u>Outrigger/Boom Interlock System</u> : Prevents boom from being unstowed until outriggers have been at least partially deployed. | _____ | _____ |
| T. <u>Outrigger/Unit Selector Control</u> : Located near the outrigger controls, allows operator to divert hydraulic oil from machine circuit for outrigger operation. This reduces the potential for inadvertent outrigger movement during machine operation if outrigger controls are bumped. | _____ | _____ |
| U. <u>Outrigger Motion Alarm</u> : Provides audible alarm when any of the outriggers are in motion. | _____ | _____ |
| V. <u>Back-up Alarm</u> , installed | _____ | _____ |
| W. <u>ISO 9001</u> : This aerial device is designed and manufactured in a facility that is certified to meet ISO 9001 requirements. | _____ | _____ |
| X. <u>Manuals</u> : Two (2) Operator's and two (2) Maintenance/Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial device. | _____ | _____ |
| Y. <u>Paint</u> : Painted white with a Powder Coat Paint Process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electro-statically applied to the inside as well as | _____ | _____ |

GENERAL SPECIFICATIONS:

COMPLY
YES NO

outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection

- | | | | |
|----|---|-------|-------|
| 2. | Automatic upper boom latch | _____ | _____ |
| 3. | Pilot Pressure (Closed Center, Pressure Compensating) – system operates at 350 to 3,000 psi (24 to 207 bar), and 17 gpm (64.4 lpm). System is closed center, pressure compensating, tiller style. Control handle points <u>away</u> from elbow. | _____ | _____ |
| 4. | Pump | _____ | _____ |
| 5. | Power Distribution Module is a compact self-contained electronic system that provides a standardized interface with the chassis electrical system. The Power Distribution Module (PDM) is composed of a main board, approximately 12.0 x 13.0 inches (305 x 330 mm), designed to be mounted behind the driver’s seat, inside the cab. Additional modules plug in to accommodate various options such as engine start/stop, variable throttle control, power take off, interface with Allison World transmission, and engine speed control module for specific engines and chassis. In addition to the above potential options, the PDM also provides up to 16 accessory circuits to be used for controlling other customer specified electrical components. The PDM includes built in test capabilities and diagnostic input, output and status LED’s to quickly assess the PDM’s performance. All components are circuit board mounted to facilitate replacement and reduce repair time should it be required. The PDM provides benefits to the customer by providing a standardized, centrally located box that greatly reduces troubleshooting time when evaluating ancillary electrical system malfunctions, thereby reducing maintenance costs. | _____ | _____ |
| 6. | Reservoir – 30 gallon (113 L) internally mounted in pedestal. | _____ | _____ |
| 7. | Platform, Single, two-man, side-mounted – 24 x 48 x 42 inches (610 x 1219 x 1067 mm); platform is rated up to 800 pounds (363 kg). Platform rotates 90 degrees to end of boom with a rotator. Includes two sets of quick disconnects and controls for hydraulic tools. Refer to attached chart for capacity information. | _____ | _____ |
| 8. | Platform Capacity Rating of 800 lbs For two man platform | _____ | _____ |
| 9. | Hydraulic extend jib – Material handling, hydraulically | _____ | _____ |

GENERAL SPECIFICATIONS:

COMPLY
YES NO

articulated jib, -30° to +90° tilt angle (relative to the upper boom). Jib can be hydraulically extended to 54.4 inches (1382 mm) from mounting shaft to load line. The jib is hydraulically extended and retracted in two 18 inch (457 mm) increments for a total of 36 inches (914 mm) under full load.

Jib/Winch packages include:

- | | | | |
|-----|---|-------|-------|
| A. | Capacities up to 2000 pounds (907 kg) based on boom position | _____ | _____ |
| B. | Load chart based on platform configuration | _____ | _____ |
| C. | Hydraulically articulated jib with -30° to 90° tilt angle relative to the upper boom. Jib is one piece, 4 inches square x 63 inches long (102 x 1600 mm) | _____ | _____ |
| D. | Hydraulically extendible jib telescopes in and out 18 inches (457 mm). Jib may be manually re-pinned under load and telescoped an additional 18 inches for a total movement of 36 inches (914 mm) under load | _____ | _____ |
| E. | Hydraulically powered winch that is rated to 2,000 pounds (907 kg) full drum, mounted on end of upper boom and includes 80 feet (24 m) of ½ inch (13 mm) double-braided synthetic rope | _____ | _____ |
| F. | Auxiliary winch line control valve at turntable | _____ | _____ |
| 10. | Minimum Jib Rating – Applied to extended reach version units with the lower boom beyond 100 degrees, this rating minimizes the required vehicle weight for stability. | _____ | _____ |
| 11. | Medium Jib Rating – Applied to extended reach version units with the lower boom beyond 100 degrees, this rating strikes a balance between finished vehicle weight and jib capacity. Note: Only available on Single 2-Man Platform configurations. | _____ | _____ |
| 12. | Maximum Jib Rating – Applied to all units, this rating provides the maximum jib capacity at all lower boom positions. | _____ | _____ |
| 13. | Category B, 46 kV and below – includes lower test electrode system | _____ | _____ |
| 14. | Outrigger, A-Frame with Fold-Up Shoe – provides 153 inch (3886 mm) maximum spread and weighs 1,350 pounds (612 kg) | _____ | _____ |

GENERAL SPECIFICATIONS:

**COMPLY
YES NO**

| | | | |
|-----|--|-------|-------|
| 15. | Outrigger, X-Frame with Fold-Up Shoe – provides 174 inch (4429 mm) maximum spread and weighs 1,500 pounds (680 kg) | _____ | _____ |
| 16. | Remote Engine Start/Stop with Secondary Stowage System – captive air from platform as above with DC electric powered secondary stowage system, includes pump and continuous duty motor, operates from truck battery | _____ | _____ |
| 17. | 12 VDC Electrical System Voltage | _____ | _____ |
| 18. | Soft cover for platform | _____ | _____ |
| 19. | Polyethylene liner for platform, 50 kV rating (minimum) | _____ | _____ |
| 20. | Reverse Twist Style Single Handle Control in lieu of standard. This control handle is rotated 180 degrees from standard, pointing toward the elbow with the platform in the stowed position. Unit rotation is driven by a twist action of the control handle. | _____ | _____ |
| 21. | Jib Adapter – for A. B. Chance hot line tools | _____ | _____ |
| 22. | Phase Lifting Jib Attachment – for insertion into jib furnished with jib/winch package, includes single phase holder | _____ | _____ |
| 23. | Hook, Material Handling, 1-Ton with latch, installed on end of Aerial winch line | _____ | _____ |
| 24. | Hydraulic tool circuit, with one set of quick disconnect couplings and control valve, installed at tailshelf to supply 8.0 gpm and 2,000 psi to operate either open or closed center tools | _____ | _____ |
| 25. | Rubber Wheel chocks, (pair) 10 inches long x 9 inches wide x 5-3/4 inches high | _____ | _____ |
| 26. | Fall Protection System to include one body harness and decelerating type lanyard. Harness has adjustable slide buckle on shoulder straps, Velcro chest strap, interlocking buckles on leg straps and nylon web loop Fall Protection attachment on back. Lanyard has built in shock absorber that allows 28 inches (711 mm) of automatic adjustability. | _____ | _____ |
| 27. | Lower boom lifting eye provides from 800 pounds (362.0 kg) capacity at 0° to 2,000 pounds capacity at lower boom angles greater than 60° | _____ | _____ |

GENERAL SPECIFICATIONS:

**COMPLY
YES NO**

28. Step – platform access _____

UNIT AND HYDRAULIC ACCESSORIES

29. Hydraulic oil and lubricants _____

30. Power take-off to be installed in conjunction with Allison automatic transmission _____

31. Control valve installed in cab _____

32. Air shift kit for winch valve _____

33. Flag holders installed on front bumper at front corners _____

34. Subbase assembly consisting of 6 x 4 inch (152 x 102 mm) rectangular tubing on each side for mounting of pedestal and outriggers. The subbase provides torsional stiffness and strength _____

BODY

35. Utility Line Body with Step, suitable for installing on any dual rear wheel chassis with 120" CA dimension when used in conjunction with an aerial device. Body is built in accordance with standard specification including a walk in step. _____

A. Body: Fabricated from A40 grade 100% zinc alloy coated steel with the following minimum gauge thickness: _____

- 16 gauge outside panels _____
- 16 gauge top panels _____
- 14 gauge end panels _____
- 20 gauge inner door panels _____
- 18 gauge outer door panels _____
- 18 gauge shelving, spangled steel _____
- 14 gauge wheel panels _____
- 12 gauge steel floor, formed checker plate _____

B. Body Dimensions:

- 94 inch outside width _____
- XX inch body height _____
- 18 inch compartment depth _____

GENERAL SPECIFICATIONS:

58 inch floor width

Compartmentation – Curbside:

First Vertical – Three (3) adjustable shelves with removable dividers on 4 inch centers.

Second Vertical – Six (6) adjustable locking swivel hooks, (1-4-1).

Third Vertical – Access steps to cargo area two 45 degree bent grab handles

Horizontal – Two (2) adjustable shelves with removable dividers on 8 inch centers.

Rear Vertical – Six (6) adjustable locking swivel hooks, (1-3-1). Outrigger cutout.

C. Compartmentation –Streetside:

First Vertical – Three (3) adjustable shelves with removable dividers on 4 inch centers.

Second Vertical – Six (6) adjustable locking swivel hooks, (1-4-1).

Third Vertical – Six (6) adjustable locking swivel hooks, (1-4-1).

Horizontal – One (1) adjustable shelf extending through rear vertical compartment.

Rear Vertical – Top portion incorporated into horizontal compartment. Outrigger cutout.

Through Shelf - From first vertical streetside to rear of body with two (2) hotstick brackets and rear door.

D. Standard Features:

Basic body fabricated from A40 grade 100% zinc alloy coated steel

All doors are full, double paneled, self-sealed with built-in drainage. Electro-zinc plated, steel hinge rods extend full length of door. Door hinges are zinc alloy material attached with rivets.

All doors contain zinc plated flush type, single point paddle type locks with recessed handles, including keyed locks and adjustable two-stage strikers.

Door handles are riveted to the outer door panel. Back panel has opening for easy access.

Heavy-gauge welded steel base construction with safety tread floor.

Door header drip rail at top for maximum weather

GENERAL SPECIFICATIONS:

COMPLY
YES NO

protection.

Metal formed fenders.

Automotive underseal applied to entire understructure.

Prime painted

Automotive type non-porous door seals mechanically fastened to the door facing.

Structural channel crossmembers

Wheel chock holders installed one (1) each side of body in fender panel

Drop-in 2" x 6" pressure treated wooden tailboard

Master body security locking system

Gas Cylinders for all vertical doors

Rotary Paddle Latches on all doors

Chains on Horizontal doors

Latch cover on Horizontal door

BODY ACCESSORIES

- | | | | |
|-----|---|-------|-------|
| 36. | Stirrup step and grab handle at curbside rear. | _____ | _____ |
| 37. | Install ACCESS DECALS as required. | _____ | _____ |
| 38. | Side access step, installed so that the step extends 2 inches beyond body. | _____ | _____ |
| 39. | Access step installed in cargo area at curbside for access to curbside compartment top. | _____ | _____ |
| 40. | Access step from curbside compartment top to operator's platform. | _____ | _____ |
| 41. | Boom rest installed between front of body and back of chassis cab | _____ | _____ |
| 42. | One set of splash aprons with Logo installed behind rear wheels. | _____ | _____ |
| 43. | Rubber dock bumpers installed on curbside and streetside of frame at rear. | _____ | _____ |
| | NOTE: Extend chassis frame to rear to allow dock bumpers to protect pintle hook. | | |
| 44. | Triangular reflector kit installed in cab behind seat on passenger's side. | _____ | _____ |
| 45. | Five pound fire extinguisher with mounting bracket, shipped loose | _____ | _____ |

GENERAL SPECIFICATIONS:

**COMPLY
YES NO**

- | | | | |
|-----|--|-------|-------|
| 46. | Outrigger pads DICA , set of two | _____ | _____ |
| 47. | Outrigger pad holders to accept DICA pads. Install with pendulum holders | _____ | _____ |
| 48. | Rear Platform extension, 30 inch, for mounting on top of subframe extension, cut-out for fold-up shoe A-frame outriggers. | _____ | _____ |
| 49. | Heavy duty pintle hook, T125 style equivalent, with chassis frame reinforcement and two (2) safety chain rings. Pintle hook to be installed at 28 inches +/- 1 inch from the ground to centerline of throat. Pintle hook to have secondary latching. | _____ | _____ |

ELECTRICAL ACCESSORIES

- | | | | |
|-----|---|-------|-------|
| 50. | LED Lights and reflectors in accordance with FMVSS #108 lighting package, installed | _____ | _____ |
| 51. | Trailer Receptacle, installed at rear | _____ | _____ |
| 52. | Amber strobe light installed at left side of boom rest with switch on dash | _____ | _____ |
| 53. | Spotlight installed on driver's side "A" pillar | _____ | _____ |
| 54. | Outrigger Motion Alarm: Provides audible alarm when any of the outriggers are in motion. | _____ | _____ |
| 55. | Backup alarm, installed at rear. | _____ | _____ |
| 56. | Hour meter installed in cab to record PTO operating hours | _____ | _____ |
| 57. | Install modular in-cab accessory switch panel with dual lit switches for function identification and function activation. | _____ | _____ |

INSTALLATION

- | | | | |
|-----|---|-------|-------|
| 58. | Mounting Aerial Device | _____ | _____ |
| 59. | Aerial Device painted white with a Powder Coat Paint Process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Kunckle of boom is to be painted red with the same process as the rest of aerial device. Paint is electro-statically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection | _____ | _____ |

GENERAL SPECIFICATIONS:

**COMPLY
YES NO**

- | | | | |
|-----|--|-------|-------|
| 60. | Mounting body and accessories | _____ | _____ |
| 61. | Painting body and accessories white with urethane enamel | _____ | _____ |
| 62. | Safety and Instructional Signs, installed | _____ | _____ |
| 63. | Vehicle height placard is to be placed in view of driver | _____ | _____ |
| 64. | Delivery of completed vehicle | _____ | _____ |
| 65. | DOT certification of completed vehicle | _____ | _____ |

MISCELLANEOUS

- | | | | |
|-----|--|-------|-------|
| 66. | This aerial device is designed and manufactured in a facility that is certified to meet ISO 9001 | _____ | _____ |
| 67. | One (1) year parts warranty | _____ | _____ |
| 68. | One (1) year labor warranty | _____ | _____ |
| 69. | Ninety (90) days warranty for travel charges | _____ | _____ |
| 70. | Bidder is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit. | _____ | _____ |
| 71. | Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables. | _____ | _____ |
| 72. | Supply copy of manufacturer's warranty with bid | _____ | _____ |
| 73. | Vendor to state number of years in business as a utility equipment supplier of aerial devices _____ | _____ | _____ |

CHASSIS

- | | | | |
|-----|--|-------|-------|
| 74. | 2011 or 2012 4x2 International 4300 (or exact equal) 187 inch Wheelbase, 120 inch CA Tow hook, front, two (2) frame mounted Frame rails, 120,000 PSI yield Frame reinforcement, outer inverted "L", 110,000 PSI Front bumper, aerodynamic | _____ | _____ |
|-----|--|-------|-------|

GENERAL SPECIFICATIONS:

COMPLY
YES NO

Axle, front, I-beam, 14,000 pounds capacity
Suspension, front, 14,000 pounds capacity with shock absorbers
Brake system, air, dual
Air brake ABS
Air dryer, Bendix AD-9, mounted under cab (or exact equal)
Air compressor, Bendix Tu-Flo, 13.2 CFM (or exact equal)
Exhaust, single, horizontal muffler and tailpipe, left side
Alternator, Delco Remy, 100 amp (or exact equal)
Battery system, two (2) 12-volt, 1,100 CCA
Radio, AM/FM stereo with clock
Indicator, low oil pressure, high coolant temperature
Front end, tilting, fiberglass
Engine, diesel, 285 HP
Fan drive, viscous
Governor, electronic
Cruise control, electronic
Throttle, hand control
Engine control, remote mounted
Transmission, automatic, Allison automatic 3500
Transmission shift control, push button type
Allison WT spare input/output
Axle, rear, single speed, 23,000 pounds capacity
Suspension, rear, 23,500 pounds capacity
Fuel tank, 50 gallon
Fuel/water separator
Interior color, pearl gray
Mirrors, two (2), west coast type, 16 inches x 7 inches
Gauge cluster, with English speedometer and tachometer
Seat, driver
Seat, two Man Passenger
Heater with defroster
Air conditioning
Cab interior trim, vocational
Access, cab, driver and passenger sides
Wheels, front, disc, 22.5 x 8.25
Wheels, rear, disc, 22.5 x 8.25
Tires, front, 11R22.5G, Unisteel G159 (Goodyear), 14 ply
Tires, rear, 11R22.5G, G328 (Goodyear), 14 ply mud and snow
Painted white

Completed unit is to be delivered to the following address, cleaned, with at least ¼ tank of fuel and ready to place in service:

City of Fairhope
555 South Section St.
Fairhope, AL 36532

USE OF OTHER NAMES AND REFERENCES:

Unless otherwise stated, the use of manufacturer's name and product numbers are for descriptive purposes and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise, it is fully understood that they shall furnish all items stated.

BROCHURES AND LITERATURE:

Your proposal must be accompanied by descriptive literature (marked), indicating the exact items to be furnished. The term "as specified" will not be acceptable.

END OF SPECIFICATIONS

ITEM V

**CITY OF FAIRHOPE
BID RESPONSE FORM**

BID NO.: 003-11

BID NAME: MATERIAL HANDLER TRUCK

Our bid form must be filled in completely.

1. All pages of this Bid Response Form, and additional requested pages, if any, must be returned.
2. Acknowledgement must be made where a blank (_____) appears.
3. A signed contractual agreement must be in place prior to beginning work or services.
4. Any attachments hereto are made and become a part of this inquiry and must be signed by bidder.

QUANTITIES The City of Fairhope does not guarantee that the City will procure any set quantities.

Delivery lead time ARO: _____ **Days**

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

BID PRICE PER DELIVERED UNIT: \$ _____

Manufacturer: _____ **Model:** _____

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.

Company _____

State of Incorporation _____

Company Representative _____
(Signature)

Title _____

Company Representative _____
(print)

Company Address _____

Phone _____

Fax _____

Federal ID Number _____

Foreign Vendor Alabama Registration Number, if applicable _____

Alabama State Contractor's License Number, if applicable _____

THIS MUST BE NOTARIZED!

STATE OF _____ }

} ss:

COUNTY OF _____ }

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

_____, as _____
(Type name of bid signer here) (Type bid signers Title here)

respectively, of _____
(Type 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 Notaries Seal on this _____ day of _____, 2010.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

END OF BID RESPONSE FORM