

**CITY OF FAIRHOPE
BID INVITATION**

April 21, 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. May 10, 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 016-10, BACKHOE TRAILER

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: .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 PRE-BID MEETING.

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

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

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

The company that is awarded the bid must have Workman's Compensation Insurance on all of its employees if work is done on City premises. General Liability Insurance must be maintained to hold the City harmless in the event of an accident. Proof of Workman's Compensation Insurance if work is done on City premises and General Liability Insurance specifying coverage must be in place before work commences. 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 04/21/10

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 issue Purchase Orders to the awarded vendor for bid items as needed.
2. If awarded vendor fails to fill Purchase 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 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. 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 a period of (1) one year 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 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.

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.

Any attachments hereto are made and become a part of this inquiry and must be signed by bidder.

- 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.

AFFIRMATION OF NON-COLLUSION

All Bidders will sign and have notarized the following statement:

I hereby affirm I have 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: _____ Date: _____

Company Representative: _____
(Print)

Title: _____

Company Representative: _____
(Signature in ink)

Sworn to and subscribed before me this _____ day of _____, 2010.

Notary Public

_____/_____/_____
My Commission Expires:

SCOPE OF WORK AND SPECIFICATIONS

BID NO. : 016-10

BID NAME: BACKHOE TRAILER

SCOPE OF WORK

1. The Awarded Vendor to provide all necessary supervision, labor, tools, materials and safety equipment to perform the following tasks:
 - a. Provide BACKHOE TRAILER and associated equipment and service as per specifications.
 - b. Deliver items to the City of Fairhope Warehouse, Fairhope Al, or other designated City site.
 - c. BACKHOE TRAILER 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 BACKHOE TRAILERS, and the specified accessories. The awarded bidder shall supply the BACKHOE TRAILER as complete and coordinated unit.
 - d. 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.

TECHNICAL SPECIFICATIONS FOR BACKHOE TRAILER

1. Purpose:

It is the intent of the City of Fairhope to acquire a BACKHOE TRAILER, New King TK24LP with air brakes (or equivalent) with the following minimum specifications.

TRAILER DIMENSIONS/CAPACITY:

COMPLIANCE

ANSWER
YES **NO**

1) Low profile 24,000 lb payload capacity	_____	_____
2) 24' Deck length	_____	_____
3) 60' Beavertail	_____	_____
4) Wood filled beavertail	_____	_____
5) Grote Electrical	_____	_____
6) Spring brakes included with ABS, (2SIM ABS)	_____	_____
7) 235/85R x 16 Tires and wheels	_____	_____
8) Disc wheels	_____	_____
9) Pintle Hitch	_____	_____
10) 5' Tongue	_____	_____
11) 12K 1 Speed jack with tool box	_____	_____
12) Lockable tool box	_____	_____
13) Standard oak decking	_____	_____
14) 5' Ladder ramps	_____	_____
15) Spring assist ramps	_____	_____
16) 6 Total "D" rings	_____	_____
17) Color: yellow with black decals	_____	_____
18) 102" Wide	_____	_____
19) LED light package	_____	_____

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: **This Compliance Form must be completed and enclosed with your bid**

VENDOR COMPLIANCE

Items bid must comply with all specifications listed.

Vendor must acknowledge VENDOR COMPLIANCE. If Does Not Comply is selected, a full explanation must be made on an extra sheet attached to back of bid form. Attach support data for substitution being equal to or better than specified. If vendor does not acknowledge VENDOR COMPLIANCE, it will be understood that vendor cannot fulfill said specifications.

SPECIAL CONDITIONS

EQUIPMENT

Equipment other than current year models will not be considered as responsive to the Specifications. It is the intention of the City to purchase based on the Specifications, a standard production model. In addition to the equipment set out in the Specifications, the

units shall include all equipment set out in the manufacturer's literature as standard equipment. They shall include all exterior moldings, name plates, medallions, series identifications, and chrome of every description that is usual for standard stock models of this series. 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 Agent 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 Agent 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. The unit shall be completely assembled, lubricated, adjusted, with all equipment including standard and extra equipment installed and the unit made ready for operation.

These specifications are based upon design and performance criteria which have been developed by the City of Fairhope as a result of extensive research and careful analysis of the data. Subsequently, these specifications reflect the only type of equipment, material(s) or supplies that is/are acceptable at this time. Therefore, 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 Purchaser shall determine which (if any) exceptions are acceptable and this determination shall be final.

END SCOPE OF WORK AND SPECIFICATIONS

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

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

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____