

CITY OF FAIRHOPE
BID INVITATION

February 24, 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. March 22, 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 008-10, BACKHOE-LOADER THREE YEAR LEASE

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 A MANDATORY PRE-BID MEETING ON March 8, 2010, AT 10:00 AM, AT 555 SOUTH SECTION STREET, FAIRHOPE, AL.

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 02-24-2010

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.

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)

THIS MUST BE NOTARIZED!

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

_____/_____/_____
My Commission Expires

SCOPE OF WORK AND SPECIFICATIONS
for
BID NO. 008-10
BACKHOE-LOADER THREE YEAR LEASE

SCOPE OF WORK

1. The Contractor to provide all necessary supervision, labor, tools, materials and safety equipment to perform the following tasks:
 - a. Provide lease equipment, associated equipment and service as per specifications, for a lease period of thirty six (36) months. For bidding purposes, use 5000 machine hours per lease term of thirty six (36) months.
 - b. Deliver items to City of Fairhope, 555 S. Section Street, Fairhope Al, or other designated City site, with all freight FOB destination, prepaid & allowed.
 - c. Provide maintenance service as per specifications.

GENERAL SPECIFICATIONS

1. Service to include:
 - a. Mobilize, set up, activate, de-activate and demobilize equipment, and freight. Prior to acceptance, all equipment shall be assembled and fully serviced, ready for operation, including initial start up supplies.
 - b. Awarded vendor will be responsible for all necessary service above and beyond normal wear maintenance, with repairs to be accomplished within seventy two (72) hours of notification of out of service.
2. Design:
 - a. The equipment shall be of commercial design and shall be complete with all of the necessary accessories as shown and described herein. Accessories not specifically mentioned, but necessary to furnish a complete unit ready for use shall also be included. All equipment shall be new and of current production of national firms that manufacture Backhoe-Loaders..
 - b. The proposed machine will be compatible with the existing City of Fairhope accessories.
3. Bidder Proximity:
 - a. Awarded vendor must have an office located in Alabama, must be a manufacturer or an authorized distributor of a manufacturer. A letter of authorization from manufacturer must accompany bid showing that bidder is an authorized distributor, and that bidder is authorized to lease equipment in Baldwin County, Alabama.
4. Patents:
 - a. The awarded vendor shall protect the City of Fairhope from any damages or liability arising from alleged infringements of patents.
5. Equipment Maintenance:
 - a. Maintenance service will be available during normal City of Fairhope working hours. This includes but is not limited to:

- (A) Contractor will repair or adjust the equipment as required to maintain the equipment in good working order. These costs are borne by the vendor and included in the maintenance charges or lease charges as applicable.
- (B) Preventative maintenance will be based on the needs of the individual device, and will include lubrication, necessary adjustments and replacements of unserviceable parts.
- (C) 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.
- (D) Maximum service response time shall be two (2) hours.
- (E) In the event that repairs cannot be completed within one (1) City of Fairhope work day, a substitute machine approved by the City of Fairhope will be provided by the awarded vendor.

6. Training:

- a. Awarded vendor will be responsible for initial training of a minimum of four (4) operators on all aspects of the equipment, at a time and location determined by the City of Fairhope, and before operation of equipment by City of Fairhope employees.
- b. Training for additional operators at a later date will be made available at a stated charge.
- c. Operator / instruction manuals must be included with equipment at time of delivery.

7. Referenced Specifications:

- a. Reference to brand names and numbers is descriptive, but not restrictive. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature or manufacturer's specifications plus any supplemental information necessary for comparison purposes should be submitted with the bid or the bid on that item may be rejected. Reference to literature submitted with a previous bid or on file with the City of Fairhope will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. The name of a certain brand, make, model number, manufacturer, or definite specification is to denote the quality standard of the article desired, but does not restrict the bidder to the particular brand, make, model number, manufacturer, or specification named. It is set forth to convey the general style, character, and quality of the item desired to the prospective bidder. Whenever the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, which is approved by the City of Fairhope. The burden of proof that alternate brands are in fact equal or better falls on the bidder, and proof must be to the City of Fairhope's satisfaction.
- b. Substitute Offer: The bidder has the burden of demonstrating that a substitute offer is equivalent to and meets the standard of quality indicated by the brand

name and number referenced.

- c. Nonconforming Equipment: When equipment received from the lowest responsible bidder is not in accordance with the bid requirements, it will be returned to the bidder, at bidder's expense.

TECHNICAL SPECIFICATIONS

1. The technical specifications as noted below are being provided by the City of Fairhope Public Works Department. Specific questions related to the lease of this Backhoe Loader will be addressed by that Department at the mandatory pre-bid meeting.
2. Lease equipment will consist of one(1) Backhoe Loader. Please make substitute offers noted where your specifications do not comply with the specific requirement.

BID SPECIFICATIONS FOR BACKHOE-LOADER

MINIMUM BASIC SPECIFICATIONS

- Y___ N___ Backhoe shall have a minimum digging depth of 14'-0" with standard stick and 17'-0" with extendable stick. The extendable stick shall be furnished and installed on the machine as part of this lease. As well, the proposed machine must readily accept the existing tool inventory belonging to the City of Fairhope.
- Y___ N___ Turbocharged engine net flywheel horsepower shall be at least 88 HP according to SAE J1349.
- Y___ N___ General purpose loader bucket SAE heaped capacity rating shall be a minimum of 1.00 cubic yards. A 4 in 1 bucket shall be furnished with the machine as part of this lease. As well, 24" wide and 30" wide back buckets shall be furnished as part of this lease.
- Y___ N___ Unit shall have a maximum height to the top of the canopy of 9'- 3" with standard tires.
- Y___ N___ Unit shall have a maximum overall transport height of 12'- 1" with standard tires.
- Y___ N___ Unit shall have a maximum wheelbase of 7'-3".
- Y___ N___ Unit shall have a maximum width of 8' 0" with a general purpose bucket.
- Y___ N___ A selector switch should be provided in the console allowing the operator to choose either 2 WD or 4 WD operations.

ENGINE

- Y___ N___ Engine should be protected to a minimum -34 degrees F..
- Y___ N___ Engine cooling fan shall have a heavy-duty guard that fully prevents human contact while in operation.
- Y___ N___ Radiator should have a heavy-duty guard to resist continued impact at low speeds.
- Y___ N___ Engine shall be equipped with an alternator that has a charging capacity of minimum 90 amperes.
- Y___ N___ Engine shall be equipped with a minimum of one maintenance-free 860 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___ Engine shall have a combined replaceable air cleaner / air service indicator to monitor air filter condition.

- Y___ N___ Engine shall have variable-speed, hand and foot governor controls.
- Y___ N___ Engine shall come standard with glow plug starting aid for cold weather operation without using ether.

- Y___ N___ Net peak torque at 1500 rpm should be not less than 288 ft-lb.
Y___ N___ Machine shall be Tier III compliant.

POWERTRAIN / TRANSMISSION

- Y___ N___ 4WD should 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___ Unit should be able to change direction and travel speed on-the-go.
Y___ N___ Forward/reverse shuttle should be a contactless unit for reliability.
Y___ N___ Units should 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 should have an electric, neutral lock switch on the front console.
Y___ N___ The automatically shifting transmission should have a manual override switch to allow the operator full control over the gear selection.
Y___ N___
Y___ N___ Unit should have a high gear speed of no less than 22 mph.
Y___ N___ Automatically shifting transmission with 4 forward(minimum) and 3 reverse(minimum) should be offered.
Y___ N___ Unit shall have 4 forward gears(minimum), 3 reverse gears(minimum), and a fully synchronized transmission coupled with electro-hydraulically shifted forward and reverse shuttle clutches.

STEERING

- Y___ N___ Machine shall have hydrostatic steering.

BRAKES

- Y___ N___ Brake mode selector switch should allow 2WD travel with 4WD automatically engaged for braking.
Y___ N___ Parking/secondary brakes should 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 should be able to be interlocked for road operations.
Y___ N___ Service brakes should be boosted for low pedal efforts.
Y___ N___ Service brakes should be fully self-adjusting.

HYDRAULIC SYSTEM

- Y___ N___ Machine should be able to reach maximum lift capacity at any engine speed.
Y___ N___ Hydraulic pump pressure should be at least 3,500 psi for the backhoe and at least 3,200 psi for the loader
Y___ N___ Hydraulic hoses shall be protected, and not vulnerable to puncture.

AXLES

- Y___ N___ Automatic four-wheel braking should be required on 4WD units, enabled by a switch on a console(or equal).
Y___ N___ Rear axle should have differential lock with "on-the-go" engagement.

WHEELS

- Y ___ N ___ Machine shall have 2WD with an option for 4WD.
- Y ___ N ___ Standard tires should be no less than 11L x 16 12PR (front) and 19.5 x 24 12PR (rear) with radial tires and other sizes available.

OPERATORS STATION

- Y ___ N ___ Cab shall have an optional air conditioner that provides the operator with a choice of fresh outside air drawn through filters or recirculating cab air.
- Y ___ N ___ Operator shall have complete control to disable, or lock, the backhoe Pilot Controls with a single switch on the console(or an approved equal).
- 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 ___ Cab should be equipped with two doors and five opening windows and floor mat.
- Y ___ N ___ Machine shall come standard with horn, audible back up alarm and electric fuel system shut off.
- Y ___ N ___ Operator's compartment shall feature laminated safety glass on front, windshield and tempered glass on all other windows.
- Y ___ N ___ Cab shall include factory-installed heater/defroster with multiple speed blower with the control in reach from the front and rear of the machine(or equal).
- Y ___ N ___ Side instruments shall include tachometer, fuel gauge, transmission/converter oil temperature gauge and coolant temperature gauge.
- Y ___ N ___ Unit shall have a lighted instrument panel located so that it is visible from both loader and backhoe operating positions(or equal).
- Y ___ N ___ Unit shall include 2 front and 2 rear roading lights.
- Y ___ N ___ Machine shall have stop and turn signals with flashing hazard lamps visible from front and rear.
- Y ___ N ___ In addition to head and tail lights, the machine shall include 2 front and 2 rear halogen work lights actuated by separate switches.
- 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 ___ OSHA approved ROPS/FOPS shall be integral with cab.
- Y ___ N ___ Air-suspension seat shall come with a vertical adjustment and adjustable flip-up armrests.
- 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(or an approved equal).
- Y ___ N ___ Standard seat shall be available with vinyl or cloth covering.
- 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 ___ Hour meter shall be functional with key in off position and visible from ground level(or equal).
- Y ___ N ___ Stabilizer controls shall be pilot operated and conveniently located.
- Y ___ N ___ Tilt steering wheel shall be standard for operator comfort.
- Y ___ N ___ Steering wheel shall come with a standard spinner knob.
- Y ___ N ___ An optional, lockable, vandalism cover will be available which protects the instrument gauges, key switch and electrical switches on the right console.
- Y ___ N ___ If equipped with an enclosed cab, front and rear windshield wipers/washers shall be standard. An AM/FM radio shall be installed on the machine provided.

LOADER AND BACKHOE

- Y___ N___ Backhoe shall come standard with a curved boom for its ability to work in confined areas(or an approved equal).
- Y___ N___ Per SAE standards, rated bucket digging force shall be a minimum of 11,000 lb.
- Y___ N___ Backhoe reach, from the swing pivot, shall be no less than 18'0" with a standard stick.
- Y___ N___ Backhoe should have a loading height of no less than 11'-0" with a standard stick.
- Y___ N___ Backhoe bucket should have a minimum of 180 degrees of bucket rotation in one 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 should be no less than 5298 lb with a standard stick or retracted, extendible stick.
- Y___ N___ Per SAE J31, backhoe boom lifting at 8 feet should be no less than 3357 lbs with a standard stick or retracted, extendible stick.
- Y___ N___ Extendable stick shall be available.
- Y___ N___ Extendable stick should have serrated edges to help clamp objects securely with bucket.
- Y___ N___ Extendable stick should be thumb-ready with thumb cylinder mounts and stops standard.
- Y___ N___ Extendible stick should be self-lubricating, adjusted with shims, and require no grease.
- Y___ N___ Backhoe shall be center-pivot type complete with hydraulic stabilizers.
- 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(or equal).
- 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(or equal).
- Y___ N___ Backhoe shall be controlled with excavator style pilot operated joystick controls.
- 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___ Conventional loader breakout force shall be no less than 10,242 lbs for any OEM bucket offered.
- Y___ N___ Conventional loader shall have a lift capacity of no less than 6457 lbs at full height with a general purpose bucket.
- Y___ N___ Bucket rollback at ground shall be a minimum of 40 degrees.
- Y___ N___ Bucket dump angle shall be a minimum of 43 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___ Loader arms should be divergent, widening toward the bucket.
- 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(or equal).
- Y___ N___ Loader bucket should 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___ Auto-up stabilizer controls shall be available.
- Y___ N___ Stabilizers shall be pilot operated for low efforts and located on the side console for easy access whether facing front or rear(or equal).
- 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 should be at least 10'-0".
- Y___ N___ Stabilizers shall be able to lift the machine high enough to clear tires, on concrete with street pads.

WORK TOOL OPTIONS

- Y___ N___ Buckets in varying widths and capacities shall be readily available.
- 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___ Backhoe thumb shall be available from the factory, with parts and service support from the OEM.
- Y___ N___ All dipper sticks should be made thumb-ready, allowing bolt-on installation of thumbs, cylinder, hydraulics and hardware without welding

SERVICEABILITY

- Y___ N___ Engine oil, transmission oil, hydraulic oil, brake fluid, washer fluid, coolant, engine air filter, and engine air filter monitor should all be consolidated service points, accessible under the hood with loader arms down.

MINIMUM SERVICE FILL CAPACITIES

- Y___ N___ Standard fuel tank capacity shall not be less than 34 gallons .

ADDITIONAL FEATURES

- Y___ N___ Ride-Control shall be optional and will smooth the ride under all operating conditions.
- Y___ N___ Machine shall be equipped with an optional OEM anti-theft system, utilizing programmable key identification.

Vendor must acknowledge **VENDOR COMPLIANCE. If **NO**, a full explanation must be made on an extra sheet attached to back of bid form, with "see attachment" in the appropriate blank. 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 CONSIDERATIONS

AWARD OR REJECTION OF BIDS

1. The 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 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

2. All provisions and services will comply with all Federal, State and Local laws, ordinances, codes and regulations.
4. The awarded vendor will be responsible for insuring that all products meet specifications before delivery.
5. Awarded vendor will make no substitutions for bid items without prior written approval of the City of Fairhope.
6. Awarded vendor will supply a comparable "Loaner" vehicle for all leased vehicles not repairable, or repaired within seventy- two (72) hours of notification of out of service.
7. All warranties to run concurrent with lease term.
8. Delivery will be made within twenty (20) days of execution of contract.
9. The awarded vendor will be responsible for insuring that equipment meets specifications before delivery.
8. Vendor to have repair facility housing parts and services within 50 mile radius of Fairhope, Alabama.

PACKAGING & DELIVERY

6. F.O.B. City of Fairhope, prepaid & allowed, as directed.
7. Delivery will be received at time and place set by City of Fairhope representative.
8. At point of delivery, awarded vendor will present an itemized delivery ticket, referencing the bid number, to City of Fairhope receiving personnel for receiving.
9. Shortages, defective or damaged items will be rejected. The awarded vendor will replace such items within seventy- two (72) hours.

PAYMENT

4. Invoices: The awarded vendor is to invoice the City of Fairhope monthly, or, as per terms established in the contract,
- 5. All invoices must reference appropriate bid number.**
6. 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.

BID PROPOSAL
BID NO. 008-10
BACKHOE-LOADER THREE YEAR LEASE
FOR
FAIRHOPE PUBLIC WORKS DEPARTMENT

We propose to meet or exceed the above specifications at:

BID: 36 month lease @ \$ _____ / month TOTAL BID \$ _____

BID: 36 month lease @ \$ _____ / month with purchase at end of lease \$ _____

TOTAL LEASE PLUS PURCHASE BID \$ _____

Make & Model Being Bid :

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 specifications.

Company _____

State of Incorporation _____

Company Representative _____
(Signature)

Title _____

Company Representative _____
(print)

Company Address _____

Phone _____

_____ Fax _____

Federal ID Number _____

THE BID PROPOSAL MUST BE NOTARIZED!

Sworn to and subscribed before me this _____ day of _____, 20__.

_____ *Notary Public*

My Commission Expires: ____/____/____