REQUEST FOR PROPOSALS (RFP)

FOR

BID NUMBER 021-17

RFP FOR LANDSCAPING SERVICES
AND GENERAL MAINTENANCE
FOR
FAIRHOPE AIRPORT AUTHORITY
AT THE
H. L. “SONNY” CALLAHAN AIRPORT
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ITEM I

FORM OF ADVERTISEMENT FOR REQUEST FOR PROPOSALS (RFP)

Bid Number 021-17

RFP FOR LANDSCAPING SERVICES AND GENERAL MAINTENANCE

FOR FAIRHOPE AIRPORT AUTHORITY AT THE

H. L. SONNY CALLAHAN AIRPORT

The Fairhope Airport Authority ("Authority") is soliciting proposals for landscaping services and general maintenance services at the H. L. "Sonny" Callahan Airport. Qualified bidders may submit sealed bids to the Authority in the City of Fairhope City Hall; 161 North Section Street; Fairhope, Alabama 36532, until 2:00 p.m. April 27, 2017. The Authority will publicly announce the winner of the landscaping services and general maintenance contract at the Board's regular meeting on May 16, 2017. Each sealed bid shall comply with the Authority's Request for Proposals (RFP). All bids shall be public documents and shall become property of the Authority upon receipt by the Authority.

The RFP will be posted on the Airport Authority's Website: www.fairhopeairport.com. A copy of the RFP may be obtained by email request to the Authority's Board Chairman, Joe T. McEnerney, III, as follows: joemcenerney1@gmail.com. If there is any inconsistency between this Advertisement and the RFP, then the RFP will control in all instances.

Questions or comments pertaining to this RFP must be presented in writing and sent via regular mail to the Authority's Board Chairman; P.O. Drawer 429; Fairhope, AL 36533; or via email to joemcenerney1@gmail.com, at least seventy-two (72) hours prior April 27, 2017. No bid bond is required for this RFP.

There will be a non-mandatory pre-bid meeting on April 14, 2017, at 10:00 a.m. at the H. L. “Sonny” Callahan Airport; 8600 County Road 32; Fairhope, AL 36532 in the offices of the Authority's Fixed Base Operator, Continental Motor Services, Inc.

The Authority is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws, as set forth in the RFP. The Authority requires that all contractors and subcontractors comply with and participate in the E-Verify System, and maintain all required compliance documentation. The Authority also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

All bids must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a “Sealed Bid” with Bid Name, Bid Number, the Authority'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.

Prior to the execution of any contract with the Authority, the successful bidder must furnish the Authority with certificates of insurance coverage for each type of insurance required by the RFP, such as comprehensive general liability insurance; worker’s compensation insurance; automobile liability insurance; and environmental hazard insurance.

The Authority reserves the right to reject any proposal. The Authority reserves the right to waive informalities in any proposal. Failure to observe the instructions contained in the RFP will constitute grounds for rejection of a proposal.

The Authority will consider no bid from any person or entity if the person or entity is not properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. This shall include evidence of holding a current license from the State Licensing Board for General Contractors, Montgomery, Alabama, as required by § 34-8-1, et seq., Ala. Code 1975.

In addition, the successful bidder, if non-resident of the State, and if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama. The successful bidder shall be required to have a current business license or purchase a business license with the City of Fairhope prior to execution of a contract with the Authority.

Joe T. McEnerney, III
Chairman, The Authority
ITEM II

INSTRUCTION TO BIDDERS

1. PREPARATIONS FOR PROPOSALS

Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the invitation, these instructions, and instruction printed on the forms is necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper space in the bid form shall be suitably filled in.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY THE AUTHORITY

The Authority will not furnish any labor, material, or supplies unless specifically provided for in the contract documents.

3. SIGNATURE TO PROPOSALS

Each bid must give the full business address of the Bidder and must be signed by the Bidder or the Bidder’s authorized representative. 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 the Bidder. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word “president”, “secretary”, “agent” or other designation without disclosing his principal, may be held to be the bid of individual signing. When requested by the Authority, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

4. ALTERNATE PROPOSALS

Alternate proposals will not be considered unless called for.

5. CORRECTIONS

Erasures or other changes in the proposals must be explained or noted over the signature of the Bidder.

6. OWNER

Where the word “Owner” appears herein, the same refers to the Authority, and includes, its governing body.

7. INSURANCE:

The insurance policies of any insurance company shall be an admitted carrier by the State of Alabama, will be accepted as insurance as required for any bid or contract. See the instructions at Item VII hereinafter contained with respect to the type, form, and amounts of required insurance policies.
8. **MARKING AND MAILING PROPOSALS:**

Mark and mail proposals per the instructions in Item I, Advertisement for Request for Proposals (RFP).

9. **TIME FOR RECEIVING PROPOSALS:**

Proposals received prior to the time of opening will be securely kept, unopened until the specified time has arrived. No responsibility will attach to the City of Fairhope, or Fairhope City Council, or the Authority for the premature opening of a proposal not properly addressed or identified. Unless specially authorized, proposals may not be submitted electronically.

10. **WITHDRAWAL OF PROPOSALS:**

Proposals may be withdrawn by written request received from any Bidder prior to the time fixed for opening. Negligence on the part of the bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

11. **BIDDERS PRESENT:**

At the time fixed for the opening of proposals, their contents will be made public for the information of bidders and others properly interested who may be present either in person or by representation.

12. **AWARD OR REJECTION OF PROPOSALS:**

The Contract will be awarded to the lowest responsible bidder complying with conditions of the RFP, provided his bid is reasonable and it is in the interest of the Authority to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Authority, however, reserves the right to reject any and all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the interest of the Authority. It also reserves the right to reject the proposal of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal of a Bidder who is not, in the judgment of the Authority, in a position to perform the contractual requirements.

Local vendors, within the city limits of the City of Fairhope, will have a 3% favorable allowance in all proposals.
13. **ERRORS IN PROPOSALS:**

Bidders or their authorized agents are expected to examine the specifications and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder’s own risk, and he cannot secure relief on the plea of error in the proposal. In case of error in the extension of prices, the unit price will govern.

14. **CONTRACT AND BOND:**

The Winning Bidder must, when requested, enter into written contract within the period specified, or, if no period be specified, within fifteen (15) days after the required forms are presented to him for signature.

15. **COLLUSION:**

If there is any reason for believing that collusion exists among the Bidders any or all proposals may be rejected, and those participating in such collusion may be barred from submitting proposals on the same or other work with the Authority.

16. **SUBLETTING OR ASSIGNING OF CONTRACT:**

**Limitations.** The Winning Bidder shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the contract, his right, title or interest therein, of his power to execute such contract, to any person, firm or corporation without written consent of the Authority, and such written consent shall not be construed to relieve the Contractor of any responsibility for fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own Organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all contract work.

**Terms and Conditions**

1. The proposal must be signed and dated by a duly authorized representative of the Bidder’s company who is authorized to negotiate contracts and bind the vendor. Proposals must state the representative’s name and title, and the Bidder’s legal name and the Bidder’s address, telephone and facsimile numbers and email address, and the name of the person who may be contacted during the evaluation of proposals, if necessary.

2. The Bidder selected to enter into a contract with the Authority must be licensed to do business in the City of Fairhope prior to commencement of any work under the contract.

3. Each vendor shall disclose in its proposal any potential conflict of interest with respect to the respondent's proposal. A “conflict of interest” shall include any real or seeming incompatibility between the private interests of the vendor, or any of its principals, employees or agents, and the public interests or fiduciary duties of such vendor or person.

4. The submitted Proposal must follow the rules and format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all Proposals. Failure to complete any portion of this request may result in rejection of a Proposal.

5. Proposals should specifically address all requirements of this RFP. Bidders are asked to clearly identify any limitations or exceptions to the requirements inherent in the RFP. Alternative approaches will be given consideration, if the approach clearly offers the Authority increased benefits.

6. By submitting its RFP, the vendor agrees to participate in the selection process as described in this RFP.

7. Proposals received by the Authority shall become a matter of public record and subject to public inspection. If a vendor desires to keep certain information confidential, such information shall be clearly marked in capital letters as “CONFIDENTIAL”; provided, however, and anything in this RFP to the
contrary notwithstanding, each vendor understands and acknowledges that the Authority shall only keep information confidential to the extent it is permitted to do so under applicable law. The Authority cannot, and does not, make any representation or warranty with respect to maintaining the confidentiality of any information submitted in response to this RFP. The Authority further disclaims any liability arising from or related in any way to the disclosure of any such confidential information and, by submitting a Proposal in response to this RFP, a Bidder shall be deemed to have waived and released the Authority from any such liability.

8. No representations, negotiations, decisions, or actions shall be relied upon by any Bidder as a result of any discussions with a City of Fairhope, or with any Authority official, employee and/or consultant. Only those instructions provided in written form from the contact specified in the bid packet may be relied upon.

9. Neither the City of Fairhope nor the Authority shall be liable for any pre-contract costs incurred by interested Bidders participating in the selection process, including, but not limited to, any costs associated with Proposals submitted in response to this RFP or any costs associated with meetings, travel, or negotiations.

10. Responses submitted to this RFP shall become the property of the Authority and will not be returned.

11. The Authority reserves the right to amend this RFP by addendum, at any time, in its sole and absolute discretion, including, but not limited to, the schedule set forth herein. The Authority will furnish such addenda as may be issued to those vendors being furnished with a copy of this RFP.

12. All questions and requests for clarification or interpretation must be made in writing and directed to the contact listed herein. All answers to questions, clarifications and interpretations of this RFP shall be made only by addendum issued by the Authority. The Authority will furnish such addenda as may be issued to those vendors being furnished with a copy of this RFP.

13. Each addendum issued by the Authority will be transmitted either by email, facsimile, United States Mail, or other courier service. Any addendum so issued shall be considered a part of this RFP and each respondent shall acknowledge in its proposal receipt of all addenda. Failure to include such acknowledgement in a Proposal may be grounds for disqualifying the vendor from further consideration.

14. The contents of each vendor's Proposal, including technical specifications for the proposed services shall remain valid for a minimum of ninety (90) calendar days from the proposal due date, and the proposal may not be withdrawn during said ninety (90) day period without the prior written consent of the Authority.

15. The Authority, if it selects a vendor through this RFP process, will award a contract to a single vendor for all provisions of the RFP. Vendors may provide a proposal that includes subcontractors, but the Authority will enter into a single agreement with one vendor acting as the prime contractor. The Bidder will be responsible for fulfillment of all obligations under the contract, including but not limited to, the timeliness, quality, and deliverables provided by any subcontractors under the Bidder's agreement.

16. Commencing with the issuance of this RFP, no Bidder or anyone acting on a Bidder's behalf, shall make direct or indirect contact with City, or with the Authority's personnel, or undertake any activities or take any action to otherwise promote its proposal to the Authority or its personnel. All communications shall be made to the contact identified herein. Violation of this requirement may, at the Authority's sole and absolute discretion, be grounds for disqualifying a Bidder from further consideration. By submitting a Proposal in response to this RFP, each Bidder expressly represents that they have taken no exception to any term, condition, obligation or requirement contained in this RFP, unless such exception is clearly and expressly stated in its Proposal. Each Bidder further represents that they will report immediately to the Authority in writing any errors, inconsistencies, ambiguities, or terms which limit competition or which or otherwise unlawful that they discover in this RFP and supporting documentation.

17. The Authority may make such independent investigations as it deems necessary to determine the capability of any vendor to perform the work, and each vendor shall furnish to the Authority all such information and data for this purpose as the Authority may request. Failure to furnish such information in a timely manner may be grounds for disqualifying the vendor from further consideration.
18. Anything in this RFP to the contrary notwithstanding, the Authority reserves the right at all times and in its sole and absolute discretion, to do any one or more of the following: (i) cancel this RFP, at any time; (ii) reject any and all proposals that may be submitted; (iii) negotiate with one or more of the respondents submitting Proposals until such time as a definitive agreement is reached with a respondent or until the Authority determines to discontinue negotiations.

**Schedule**

The following is the current schedule as defined by the Authority:

<table>
<thead>
<tr>
<th>Selection Process Step</th>
<th>Date(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release and Issuance of the Request for Proposal (RFP)</td>
<td>3/31/2017</td>
</tr>
<tr>
<td>Non Mandatory Pre-Bid meeting</td>
<td>4/14/2017</td>
</tr>
<tr>
<td>Proposals due</td>
<td>4/27/2017</td>
</tr>
<tr>
<td>Final Vendor Selection</td>
<td>5/16/2017</td>
</tr>
<tr>
<td>The Authority Approval</td>
<td>5/16/2017</td>
</tr>
<tr>
<td>Begin Implementation</td>
<td>5/23/2017</td>
</tr>
<tr>
<td>Complete Implementation</td>
<td>6/01/2017</td>
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</tbody>
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*EACH BIDDER SHALL PROVIDE ONE (1) ORIGINAL AND FOUR (4) COPIES OF ITS PROPOSAL*
ITEM III

FORM OF RESPONSE

Date: ____/____/____

Bid Number: 021-17
Bid Name: RFP FOR LANDSCAPING & GENERAL MAINTENANCE SERVICES FOR FAIRHOPE AIRPORT AUTHORITY

Award Duration: One (1) year from signing date of contract, with the option to renew bid or contract for three (3) additional one (1) year periods, if terms and conditions, including pricing remain the same, and both parties are in agreement to renewing the contract.

The Contractor agrees to complete all the work within timeframe stated in contract. A base bid will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this contract and scope of work.

The owner agrees to provide the following materials: NONE

BUSH HOG/MOWING SERVICES

Bid LABOR -- RATE PER HOUR $_______________
Bid EQUIPMENT -- RATE PER HOUR $_______________
Bid COMPLETE BUSHOG / MOW SERVICES PER EACH SERVICING AS DESCRIBED

Per service bid $_______________

HERBICIDE SPRAYING SERVICES

Bid LABOR -- RATE PER HOUR $_______________
Bid EQUIPMENT -- RATE PER HOUR $_______________
Bid COMPLETE ANNUAL HERBICIDE SPRAYING

Total Annual Bid $_______________

PESTICIDE SERVICES

Bid LABOR -- RATE PER HOUR $_______________
Bid EQUIPMENT -- RATE PER HOUR $_______________
Bid COMPLETE ANNUAL PESTICIDE SPRAYING

Total Annual Bid $_______________
GENERAL AIRPORT MAINTENANCE (As Required)

<table>
<thead>
<tr>
<th>Bid</th>
<th>LABOR -- RATE PER HOUR</th>
<th>$ _________________</th>
</tr>
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</table>

Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (bidder to complete below):

<table>
<thead>
<tr>
<th>ADDENDUM NO.</th>
<th>DATE ISSUED</th>
<th>ADDENDUM NO.</th>
<th>DATE ISSUED</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________</td>
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<tr>
<td>____________</td>
<td>___________</td>
<td>____________</td>
<td>___________</td>
</tr>
</tbody>
</table>

Each bid must give the full business address of the bidder and must be signed by the bidder or bidder’s authorized representative. 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 Authority, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The undersigned bidder agrees to furnish the goods/services as requested by you for the Authority, since 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.

Witness our hands and seals this _____ day of _____________________, 2017.

If Individual or Partnership:

<table>
<thead>
<tr>
<th>Name of Individual or Partnership</th>
<th>Name of Partner</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Name of Representative Authorized to Sign Bids and Contracts</th>
<th>Signature of Partner</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

ADDRESS:

__________________________________________________________________________________

__________________________________________________________________________________

__________________________________________________________________________________
Telephone Number: ____________________________________________________
Facsimile Number: ____________________________________________________
Primary Email Address: ________________________________________________
Alabama Contractor’s License No.: ______________________________________

If Corporation or LLC:

Company Name: _______________________________________________________
State of Incorporation: _________________________________________________
Company Representative: (Name of Representative Authorized to sign Bids and Contracts)
Representative Signature: (Signature of Representative Authorized to sign Bids and Contracts)

ADDRESS:

_____________________________________________________
_____________________________________________________
_____________________________________________________

Telephone Number: ____________________________________________________
Facsimile Number: ____________________________________________________
Primary Email Address: ________________________________________________
Alabama Contractor’s License No.: ______________________________________
STATE OF ____________________ )
COUNTY OF ____________________ )

ACKNOWLEDGMENT

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

Given under my hand and Notary Seal on this ____ day of ________________________, 2017.

_________________________________  NOTARY PUBLIC
MY COMMISSION EXPIRES: __________
ITEM IV

BID BOND

[WAVED]
ITEM V
PERFORMANCE BOND

KNOW ALL MEN: That

(Insert here the name & address of legal title of the Contractor)

hereinafter called the “Principal,” and

(Insert here the name and address of legal title of one or more sureties)

__________________________________________________ ; AND

hereinafter called the “Surety” or “Sureties,” are held and firmly bound unto FAIRHOPE AIRPORT AUTHORITY, an airport authority organized under the Laws of the State of Alabama, hereinafter called the “Owner” in the penal sum of $ ______________________ for the payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated ________________, 2017 entered into a contract with the Owner for:

BID NUMBER 021-17 RFP FOR LANDSCAPING & GENERAL MAINTENANCE SERVICES FOR THE AIRPORT AUTHORITY

which agreement is by reference made a part hereof;

NOW THEREFORE, The conditions of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED FURTHER, that the said Surety or Sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed there under of the specifications thereof shall in any way effect their obligations on this Bond,
and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, the Principal and the Surety have bound themselves to this Performance bond this ___ day of _____________________, 2017, the name of each party being affixed and these presents duly signed by the Principal and by the Surety, or by their duly authorized representatives, acting with full authority.

Signed, sealed and delivered in the presence of:

PRINCIPAL
<Name of Contractor>

Witness as to Principal

Witness as to Principal

STATE OF ______________
COUNTY OF ______________

PRINCIPAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ___ day of ____________, 2017 by ______________, as ______________ of <PRINCIPAL> on behalf of <PRINCIPAL>. He/she is personally known to me, or has produced good and sufficient identification, and after first being duly sworn, deposes and says that he/she executed the foregoing instrument voluntarily and with full knowledge of the contents thereof.

NOTARY PUBLIC
My Commission Expires: ______________
Signed, sealed and delivered in the presence of:

SURETY

<Name of Surety>

Witness as to Principal

By: ________________________________

Its: ________________________________

Witness as to Principal

STATE OF ________________
COUNTY OF ________________

SURETY ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ___ day of ________________, 2017 by ____________________, as ____________ of <SURETY> on behalf of <SURETY>. He/she is personally known to me, or has produced good and sufficient identification, and after first being duly sworn, deposes and says that he/she executed the foregoing instrument voluntarily and with full knowledge of the contents thereof.

____________________________
NOTARY PUBLIC
My Commission Expires: ________________
ITEM VI
LABOR AND MATERIALS BOND

KNOW ALL MEN: That (Insert here the name & address of legal title of the Contractor)
hereinafter called the “Principal,” and (Insert here the name and address of legal title of one or more sureties)
AND ___________________________; AND ___________________________
hereinafter called the “Surety” or “Sureties,” are held and firmly bound unto FAIRHOPE AIRPORT
AUTHORITY, an airport authority organized under the Laws of the State of Alabama, hereinafter called
the “Owner” in the penal sum of $ ____________________________ Dollars ($ _______________)
for the payment whereof the Principal and the Surety or Sureties bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by
these presents. lawful money of the United States, for the payment of which sum and truly to be made, we
bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, said Principal has entered into a certain Contract FAIRHOPE AIRPORT
AUTHORITY, dated ________________, 2017 for:

BID NUMBER 021-17 RFP FOR LANDSCAPING & GENERAL MAINTENANCE
SERVICES FOR THE AIRPORT AUTHORITY

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the said
Principal and all subcontractors to whom any portion of the work in said contract is sublet and all
assignees of said Principal and of such subcontractors shall promptly make payments to all persons
supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for
in such Contract, or any amendment or extension of or addition to said Contract, and for the payment of
reasonable attorney’s fees incurred by the successful claimant or plaintiffs in suits or claims against the
contractor arising out of or in connection with the said contract, then the above obligation shall be void;
otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in
the prosecution of the work provided for in said Contract shall have a direct right to action against the
Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the
County in which the work provided for in said Contract is to be performed or in any County in which said
Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the
name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Authority or their successors or representatives as the agent of each of them to receive and accept services of process or other pleading issued, or filed in any proceeding instituted on this Bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action or preceding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to further provide for Bonds and Contractors on State and other public works and suits thereon".

Signed, sealed and delivered in the presence of:

PRINCIPAL

<Name of Contractor>

Witness as to Principal

Witness as to Principal

By: ________________________________

Its: ________________________________

STATE OF ________________

COUNTY OF ________________

The foregoing instrument was acknowledged before me this ______ day of ________________, 2017 by ____________________, as _______________ of <PRINCIPAL> on behalf of <PRINCIPAL>. He/she is personally known to me, or has produced good and sufficient identification, and after first being duly sworn, deposes and says that he/she executed the foregoing instrument voluntarily and with full knowledge of the contents thereof.

PRINCIPAL ACKNOWLEDGMENT

____________________________

NOTARY PUBLIC

My Commission Expires: ________________

Signed, sealed and delivered in the presence of:

SURETY

<Name of Surety>

Witness as to Principal

Witness as to Principal

By: ________________________________

Its: ________________________________

STATE OF ________________

)}
SURETY ACKNOWLEDGMENT

COUNTY OF ___________________ }        }

The foregoing instrument was acknowledged before me this ___ day of ______________, 2017 by ____________________, as _______________ of <SURETY> on behalf of <SURETY>. He/she is personally known to me, or has produced good and sufficient identification, and after first being duly sworn, deposes and says that he/she executed the foregoing instrument voluntarily and with full knowledge of the contents thereof.

____________________________
NOTARY PUBLIC
My Commission Expires: ______________
ITEM VII

INSURANCE REQUIREMENTS

1. The Winning Bidder, at its sole expense, shall maintain the following insurance to protect the Contractor and the Authority at limits and coverages specified. The Authority will be named as an “Additional Insured” on all applicable policies and certificates of insurance. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor.

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

3. NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAVE BEEN RECEIVED BY THE AUTHORITY.

4. Worker’s Compensation and Employers Liability

   Part One: Statutory Benefits as required by the State of Alabama
   Part Two: Employers Liability $100,000 Each Accident
               $100,000 Each Employee
               $500,000 Policy Limit

5. Comprehensive Commercial General Liability

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

   Each Occurrence $1,000,000
   Personal and Advertising Injury $1,000,000
   Products/Completed Operation Aggregate $2,000,000
   General Aggregate $2,000,000

   Coverage to include:
   a. Premises and operations;
   b. Personal Injury and Advertising Injury;
   c. Products/Completed Operations;
   d. Independent Contractors;
   e. Blanket Contractual Liability;
   f. Explosion, Collapse and Underground hazards;
   g. Broad Form Property Damage; and
   h. Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of a railroad.
6. **Automobile Liability**

Covering all Owned, Non-Owned, and Hired vehicles with a limit of no less than $1,000,000 combined single limit of Bodily Injury and property damage per occurrence.

7. **Environmental Hazards**

Environmental hazard insurance of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

8. **Certificate of Insurance**

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the Authority **PRIOR** to commencement of any work on the contract. Each policy shall be endorsed to provide ten (10) days written notice of cancellation to the Authority.
ITEM VIII
SCOPE OF WORK AND SPECIFICATIONS
FOR
BID NO. 021-17 LANDSCAPING & GENERAL MAINTENANCE SERVICES FOR
FAIRHOPE AIRPORT AUTHORITY

1. **SCOPE**

   The attached specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of the Authority 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 Authority. 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. Minimum specifications **MUST** be met. Additional features and/or capabilities not included in the specifications may be included in the bid. The Authority reserves the right to reject any or all bids for any reason.

2. **QUOTE EVALUATION**

   Each response will be reviewed prior to the selection process for completeness and adherence to format. Failure to complete all instructions and supply all required submittals may result in the vendor being declared non-responsive.

   The services described herein outline the precise scope of work that is to be performed by the successful bidder at the Fairhope Airport for the contractual period of one (1) year. Although the contractual period covers one (1) calendar year, the nature of the work involved will generally cover a time frame between March and November of the same year.

3. **TECHNICAL SCOPE OF SERVICES**

   1. Bush hog/mow the entire property within the confines of the perimeter security fence of the existing Airport, with the exception of the three (3) small areas maintained by Continental Motor Services, Inc., minimum of 6 times/year (+/- every 40 days) and up to 8 times per year (+/- every 30 days).

   2. Bush hog/mow the area on the East (i.e. the new East area) of the Airport inside the perimeter security fence a minimum of 6 times/year (+/- every 40 days) and up to 8 times/year (+/- every 30 days)

   3. Bush hog/mow the fuel farm field (West of the Fire Station) outside of the perimeter fence a minimum of 6 times/year (+/- every 40 days) and up to 8 times per year (+/- every 30 days).

   4. Bush hog/mow the field on the Northwest corner of the Airport, West of the Airport entrance road and North to C.R. 32 a minimum of 6 times/year (+/- every 40 days) and up to 8 times per year (+/- every 30 days).

   5. Bush hog/mow the right-of-way along C.R. 32, East of the Airport entrance road, outside and North of the perimeter security fence a minimum of 6 times/year (+/- every 40 days) and up to 8 times per year (+/- every 30 days).

   6. Bush hog/mow the area West of the Airport AWOS, outside of the perimeter security fence a minimum of 6 times/year (+/- every 40 days) and up to 8 times/year(+/- every 30 days).

   7. Apply by spray, *Round-Up* herbicide to the entire base of the perimeter security fence 1 time per year, or as directed by the Airport Authority or its designated representative.
8. Apply by spray, herbicide to runway, taxiways and aircraft parking areas inside of the perimeter security fence....1 time per year, as directed by the Airport Authority or its designated representative.

9. Replace PAPI and VASI runway lights as required at the Airport.

10. Inventory and order PAPA and VASI runway lights so that Fairhope Airport always has runway light bulbs on hand. Maintain inventory log for inspection.

11. Coordinate with the Airport Authority’s electrical contractor on major electrical issues at the Airport.

12. Insure that the automated gates at the Airport open and close at all time and have gates serviced as needed.

13. Apply by spray, herbicide around the base of all runway lights, taxiway lights, PAPI lights, VASI lights, marker lights and the wind sock area inside of the perimeter security fence 2 times per year, as directed by the Airport Authority or its designated representative.

14. Apply by spray, herbicide around all hangars, parking lots and the fuel farm. Also included in the spraying would be the tree line in the Northwest field as described in Item 3 of this document.

15. The Contractor will maintain a pest control program for the elimination of ant infestation around all airport runway/taxiway lighting systems. Please be specific in your proposal as to how this program will be engaged and managed. The program will be paid for separately by the Authority.

16. The Airport Authority, or its designee, retains the right to request additional services as required under this contract. Labor and equipment rates for additional services will be paid at the Contractors quoted rates (i.e. General Maintenance rate) as displayed on the bid sheet. Material costs for additional work will be negotiated with the Airport Authority as the need arises.

17. Provide Material Safety Data Sheets (MSDS) for all chemicals and materials supplied, for which MSDS are available.

18. Provide copies of herbicide and pesticide training and licensing certifications, for all Contractor and Subcontractor employees that will engage in the provision and application of the required herbicides and pesticides.

19. All Contractors submitting proposals in response to this document will furnish a copy of their current City of Fairhope business license and a current Chemical Applicators license attached to their completed RFP document. All employees of said Contractor shall possess, and maintain on their person at all times, the appropriate licensure for the operation of machinery/equipment for which they are operating. There shall be at least one employee on each Contractor’s crew that speaks fluent English.

20. All Contractor employees performing work within the City limits of Fairhope are required to wear reflective traffic vests at all times while performing work on/in/within rights-of-way listed in this document. As well, all Contractor equipment being used within our rights-of-way will have at least one(1) amber strobe light and one(1) clear strobe light in operation at all times. All employees of Contractor shall wear a badge on their person at all times, on which shall be the name of the Contractors company, the employee full name and effective employment date with the Contractor while performing work under this contract.

21. The Contractor shall bill the Authority on the first of each month for the services provided for the previous month (i.e. submit a bill February 1 for services performed January 1 through January 31).

22. After reasonable notice to the Contractor, the Authority may review any of the Contractors internal records, reports or insurance policies applicable to the contract, during the term of this contract.

23. The Contractor will provide the required services, and will not subcontract or assign the services without written approval by the Authority.
24. Both the Contractor and the Authority agree that the Contractor is neither an employee nor an agent of the Authority for any purpose.

4. **SPECIFICATIONS**

1. If it is necessary to bid alternate product, 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.

2. Bidder will furnish all necessary materials, equipment and labor required to execute the work as described in the FAIRHOPE AIRPORT LANDSCAPING SCOPE OF SERVICES.

   All Parts Comply    Not All Parts Comply

3. Bidder understands that his/her attendance at the pre-bid meeting is NON-MANDATORY.

   Yes    No

4. Bidder will submit a list of large, active working commercial accounts, and/or experience in grounds maintenance for airports.

   Yes    No

5. All maintenance, parts of equipment to be the responsibility of bidder and all equipment is to be provided by company awarded bid. The Authority will not be responsible for upkeep, parts, replacement, and liability of equipment or its employees.

   All Parts Comply    Not All Parts Comply

**ITEM IX**

**FORM OF CONTRACT**

THIS CONTRACT, entered into this ____ day of ________________, 2017 by Fairhope Airport Authority ("Authority"), an airport authority organized under the Laws of the State of Alabama, hereinafter called the "Owner", Party of the First Part, and ______________________, a corporation organized and existing under the laws of the State of Alabama, hereinafter called the "Contractor", Party of the Second Part, on the

BID NO. 021-17 LANDSCAPING & GENERAL MAINTENANCE SERVICES
FOR FAIRHOPE AIRPORT AUTHORITY

The OWNER and the CONTRACTOR agree as set forth below:
1. The contract consists of all of the items contained within this contract, the associated bid package, addenda, amendments drawings, charts and appendices, if any.

2. The CONTRACTOR shall perform all the WORK described herein.

WITNESSETH: That the parties hereto do mutually agree as follows:

1. **DURATION:**

   The term of the Agreement shall be for a period of ONE (1) year from the signing date of contract, with the option to renew bid or contract for THREE (3) additional years thereafter in ONE (1) year increments if terms and conditions, including pricing remain the same, and both parties are in agreement to renewing the bid or contract.

   Therefore, the Contract will begin on _________________, 2017. The initial term of the Contract will expire on ________________, 2018.

2. **ORDERING:**

   a. The Authority will order the initiation of WORK by issuing a Notice To Proceed to the awarded bidder.
   
   b. The mobilization period will be from date of contract execution to ___/___/___. Contractor will begin physical services ___/___/___.
   
   c. Other work outside the scope and specifications will be ordered by Purchase Orders specific to the events.

3. **PAYMENT:**

   a. **Compensation:**

      {Payment shall be based upon the rates set forth in the awarded bidder’s “bid response” form}

   b. **Invoices:**

      i. **Invoices for Routine Services**

         For routine services, the Contractor will submit to the Owner, monthly invoices. Contract name must be referenced on all communications including signed delivery / service tickets and invoices.

      ii. **Invoices for Non-Routine Work**

         For other work outside the scope of routine, Contractor is to invoice Owner upon completion of work specified. Submittal will include signed delivery / service tickets and invoices.

      iii. **Send Invoices to:**

         Fairhope Airport Authority  
         c/o Board Chairman  
         P.O. Box 429  
         Fairhope, AL 36533

   c. **Payment of Invoice:**

      i. All invoices received by the Owner are payable within thirty (30) days from the date of receipt by the Owner, provided they are approved by the Owner.
4. **PAYMENT WITHHELD:**
   a. The Owner may withhold approval for payment on any request and the Owner may withhold payment to such extent as may be necessary to protect the Owner from loss on account of.
      i. Negligence on the part of the Contractor to execute the work properly or fail to perform any provision of this Agreement.
      ii. The Owner, after three (3) days written notice to the Contractor, may without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the overall Agreement sum.
      iii. Claims filed or reasonable evidence indicating probable filling of claims.
      iv. Failure of the Contractor to make payments properly to Subcontractors for material or labor.
      v. A reasonable doubt that the Agreement can be completed for the balance then unpaid.
      vi. Damage to The Authority facilities, or another contractor or another contractor’s work.

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

5. **GENERAL CONDITIONS:**
   a. **Indemnity:** The Contractor hereby agrees to indemnify and save harmless the Owner, 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 attorney's fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Agreement, to the extent caused by a negligent act or omission of the Contractor, their agents, servants, employees, Subcontractors, or others associated with the Contractor. The Contractor shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, to the extent that the damage or injury is caused by a negligent act or omission of the Contractor.

   a. **Notification and Accident Reports:** In the event of accidents of any kind, the Contractor shall notify the Owner in writing immediately and furnish, without delay, copies of all such accident reports to the Owner. If the performance of their Work, the Contractor fails to immediately report an accident to the Owner, of which the Contractor has knowledge of and which results in a fine levied against the Owner then the Contractor shall be responsible for all fines levied against the Owner.

6. **TERMINATION OF AGREEMENT:**
   a. **Termination for Default:** Performance of Work under this Agreement may be terminated by the Owner, in whole or in part, in writing, whenever the Owner determines that the Contractor has failed to meet the requirements of this Agreement.
      i. The Owner has a right to terminate for default if the contractor fails to make delivery of material or does not perform the work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provision of the Agreement.
      ii. Failure on the part of the Contractor to deliver or perform the Work within the time specified, or within a reasonable time as determined by the Owner, or failure on the part of the Contractor to make replacements of rejected articles, or Work
when so requested, immediately or as directed by the Owner, shall constitute authority for the Owner to purchase in the open market, articles or Work of comparable grade to replace the articles or Work rejected, not delivered or completed. On all such purchases, the Contractor shall reimburse the Owner within a reasonable time specified by the Owner for any expense incurred in excess of Agreement prices.

iii. Such purchases shall be deducted from the Agreement sum. If public necessity demands it, the Owner reserves the right to utilize services or use and/or consume articles delivered, which are standard in quality, subject to an adjustment of price to be determined by the Owner.

b. **Termination for Convenience:** Owner has the absolute right to terminate the Agreement upon “Award of Contract” to another Contractor, to perform major work referenced herein. In such event, payment due on the date of cancellation of the Agreement by Owner shall be paid by Owner.
7. **WARRANTY:**

The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. If the Contractor is notified in writing of a fault, deficiency or error in the Work, the Contractor shall, at the Owner’s option, either re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the Owner, or refund to the Owner the charge paid by the Owner, which is attributable to such portions of the faulty, defective or erroneous Work, including costs for re-performance of Work provided by other Contractors. All equipment and materials provided by the Contractor shall be merchantable and for the purpose intended.

8. **TIME OF COMPLETION:**

   a. The Owner and Contractor understand and agree that time is of the essence in the performance of this Agreement. The Contractor or Owner, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction of, in whole or in part, equipment or manufacturing plant, lack of ability to obtain raw materials, labor, fuel or supplies for any reason or any other causes, contingencies or circumstances not subject to the Owner’s or Contractor’s control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Owner’s or Contractor’s contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement, or on the day of the start of Work, shall extend the time of the Owner’s or Contractor’s performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the Owner may, at their discretion, cancel this Agreement for their own convenience.

9. **INSURANCE REQUIREMENTS:**

   a. Contractor at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the Authority at limits and coverages specified herein. The Authority will be listed as “additionally insured” on all applicable policies and certificates of insurance. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor.

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

   c. **NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAVE BEEN RECEIVED BY THE OWNER.**

   d. **Worker’s Compensation and Employers Liability**

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

      Part Two: Employers Liability

      Each Accident: $100,000

      Each Employee: $100,000

      Policy Limit: $500,000

   e. **Commercial General Liability**

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

      Each Occurrence: $1,000,000

      Personal and Advertising Injury: $1,000,000

      Products/Completed Operation Aggregate: $2,000,000
General Aggregate $2,000,000

Coverage shall include:

- Premises and operations
- Personal Injury and Advertising Injury
- Products/Completed Operations
- Independent Contractors
- Blanket Contractual Liability
- Explosion, Collapse and Underground hazards
- Broad Form Property Damage
- Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of a railroad.

f. **Automobile Liability**

Covering all Owned, Non-Owned, and Hired vehicles with a limit of no less than $1,000,000 combined single limit of Bodily Injury and property damage per occurrence.

g. **Environmental Hazard.**

Environmental hazard insurance of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

h. **Certificate of Insurance**

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

10. **ACCEPTANCE OF WORK:**

The Owner will be deemed to have accepted the Work after the Owner agrees in writing, the work is completed. In the event Work furnished under the Agreement is found to be defective or does not conform to the intent of the Agreement, the Contractor shall correct the deficiency before the publication date. Failure on the part of the Contractor to properly correct the deficiencies within the time period allowed will constitute the Owner’s right to cancel the Agreement immediately, upon written notice to the Contractor.

11. **CORRECTION OF WORK:**

The Contractor shall promptly correct all Work rejected by the Owner as faulty, defective or failing to conform to the Agreement, whether observed before or after completion of the Work. The Contractor shall bear all costs of correcting such rejected Work.

12. **SAFETY MEASURES:**

The Contractor shall take all necessary precautions for the safety of the Owner’s and Contractor’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. Where necessary, the Contractor shall post signs warning against hazards in and around the Work site.

13. **EXTRA WORK AND ASSOCIATED COSTS:**

a. **Changes in the Work:** The Owner, without invalidating the Agreement, may order changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revision, the Agreement price and time for execution of the Work being adjusted accordingly.
b. All such changes in the Work shall be authorized by a written Amendment to the Agreement or a separate Change Order, or Purchase Order, and shall be executed under the applicable conditions of the Agreement.

14. **FAMILIARITY WITH THE WORK:**

The Contractor, by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The Owner will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that execution of the Agreement by the Contractor serves as his stated commitment to fulfill all requirements and conditions referred to in this Agreement.

15. **CONTRACTOR LIABILITY:**

Nothing in this Agreement shall be construed to mean that the Contractor assumes any liability for damages or otherwise, on account of accidents to persons or property, except those resulting from negligence on the part of the Contractor or its agents, servants, employees and subcontractors.

16. **MISCELLANEOUS PROVISIONS:**

a. The Contractor shall not employ Subcontractors without the express written permission of the Owner or its agents, servants, employees and subcontractors.

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

c. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Owner and Contractor.

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

e. The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an area designated by the Owner, or remove to a waste site as directed by the Owner. If the Contractor fails to clean up the Work site, the Owner will complete the task and charge the Contractor for such services.

f. This Agreement is considered a non-exclusive Agreement between the parties.

g. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.

h. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.

i. This Agreement, contains all terms and conditions agreed upon by the Owner and Contractor. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

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

FAIRHOPE AIRPORT AUTHORITY

BY: ________________________________

ATTEST: ________________________________

JOE T. MCENERNEY, III, Chairman 
Fairhope Airport Authority

JOSH MYRICK, Legal Counsel for Fairhope 
Airport Authority

STATE OF ALABAMA 
COUNTY OF BALDWIN 

I, the undersigned authority in and for said State and County, hereby certify that JOE T. MCENERNEY, III as Chairman, The Authority and JOSH MYRICK as Legal Counsel for the Authority, whose names are signed to the foregoing document and who are known to me, acknowledged before me on this day, that, being informed of the contents of the document they executed the same voluntarily on the date the same bears date.

Given under my hand and Notary Seal on this ___ day of ________________, 2017.

Notary Public ____________________
My Commission Expires: ________________
<CONTRACTOR>

By: ______________________________
Its: ______________________________

ATTEST

Alabama General Contractor’s License Number: ______________________________

CONTRACTOR’S STATE OF ALABAMA
FOREIGN VENDOR REGISTRATION
NUMBER (Required of out-of-state-vendors): ______________________________

STATE OF _______
COUNTY OF _______

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

Given under my hand and Seal on this _____ day of ________, 2017.

_____________________________________
NOTARY PUBLIC
MY COMMISSION EXPIRES: ____________
ITEM X

FAIRHOPE AIRPORT AUTHORITY
STANDARD TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS ARE CONTINUING IN NATURE
AND FORM PART OF THE AGREEMENT BETWEEN THE WINNING
BIDDER AND THE AUTHORITY

ACCEPTANCE OF AGREEMENT

This Agreement contains all terms and conditions agreed upon by the Authority and the 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 Authority. 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 Authority will be deemed to have accepted the Work after the Authority agrees the Work is completed by signature on delivery or service tickets. In the event Work furnished under the Contract, Agreement, or Purchase Order is found to be defective or does not conform to the intent of the Contract, Agreement, or Purchase Order, the Winning Bidder shall, after receipt of notice from the Authority, correct the deficiencies. Failure on the part of the Winning Bidder to properly correct the deficiencies within the time period allowed will constitute the Authority’s right to cancel the Contract, Agreement, or Purchase Order immediately, upon written notice to the Winning Bidder.

ADDENDA

All Addenda are part of the Contract Documents. All Bidders shall include resultant costs in the Bid. Addenda will be issued by email to all Bidders on record. 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 Authority 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.

BUSINESS LICENSE

The Winning Bidder to enter into a Contract with the Authority 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 Authority by Purchase Order have detailed and varied Business License requirements. Winning Bidder 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

A purchase order can be canceled in whole or in part when Winning Bidder 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 Authority. A term contract, lease or agreement can be canceled by the Authority, for justifiable cause, or convenience, by written notice.

CERTIFICATION PURSUANT TO ACT NO. 2006-557

Alabama law (§ 41-4-116, Ala. Code 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 § 41-4-116; that they are not barred from bidding or entering into a contract pursuant to § 41-4-116, and acknowledge 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 Winning Bidder.

DELIVERY OF BID

Bids must be received by the Authority NOT LATER THAN 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. Bids submitted by U.S. Mail must be actually received by the Authority in the City of Fairhope City Hall, 161 North Section St., Fairhope, AL 36532.

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.

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 site. The title and risk of loss of the goods will not pass to the Authority until receipt and acceptance takes place at the F.O.B. point.
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 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 Authority may require equipment/product materials or by Underwriters Laboratories, Inc., or by 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. The Authority may require equipment/product materials or service techniques to be demonstrated at a time, date, and location to be specified by the Authority.

ERRORS IN BID

All 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 Authority nor the Winning Bidder 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 Winning Bidder may request cancellation and the Authority 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 Winning Bidder. The burden of proof for such relief rests with the Winning Bidder. All correspondence pertaining to cancellation of a purchase order or term contract must be addressed to the Authority.

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 Authority with a “Material Safety Data Sheet” for all goods that carry one.

INDEMNITY

Indemnity: The Winning Bidder hereby agrees to indemnify and save harmless the Authority, 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 attorney's 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 Winning Bidder, their agents, servants, employees, Subcontractors, or others associated with the Winning Bidder. The Winning Bidder 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 Winning Bidder, or caused by failure of the Winning Bidder'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 Authority. Failure to inspect or to reject upon receipt, however, does not relieve the Winning Bidder of liability. When subsequent tests, after receipt, are conducted and when such tests reveal a failure to meet specifications, the Authority will reject the goods and the Winning Bidder shall immediately supply goods meeting specifications or the Authority 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 Winning Bidder promptly after rejection, at his expense. If not removed in fourteen (14) calendar days, they may be disposed of at the discretion of the Authority. Disposal costs will be the Winning Bidder’s responsibility.

INSPECTION OF PREMISES

At reasonable times, the Authority may inspect those areas of the Winning Bidder’s place of business that are related to the performance of a Contract/Agreement/Purchase Order. If the Authority makes such an inspection, the Winning Bidder must provide reasonable accommodation. The Authority reserves the right to inspect all the Winning Bidder’s files and papers associated with a subsequent Contract/Agreement/Purchase Order where payments are based on the Winning Bidder’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 results from this RFP, or other form of solicitation, the Winning Bidder shall maintain such insurance as will indemnify and hold harmless the Authority from Workmen’s Compensation and Public Liability claims from property damage and personal injury, including death, which may arise from the Winning Bidder's operations under the Contract, or by anyone directly or indirectly employed by him/her.

INVITATION TO BID

Any provisions made in the RFP, or other form of solicitation, supersedes any provisions outlined here in the 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 Authority. All packages delivered must show the purchase order number. The Winning Bidder will be required to furnish all materials, equipment and/or service called for at the bid price quoted. In the event the Winning Bidder fails to deliver within a reasonable period of time, as determined by the Authority.

The Authority reserves the right to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original Winning Bidder will be back charged the difference between the original contract price and the price the Authority has to pay as a result of the failure to perform by the original Winning Bidder. 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, The Authority chosen site, Baldwin County, Al. The title and risk of loss of the goods will not pass to the Authority until receipt and acceptance takes place at the F.O.B. point.

LABELING

Individual shipping cartons shall be labeled with the name “FAIRHOPE AIRPORT AUTHORITY,” 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 Authority. Any claim for loss or damage incurred during delivery shall be between the vendor and the carrier. The Authority accepts title only after satisfactory receipt at the delivery point. The Authority 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 Authority 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 Authority, unless otherwise specified in the RFP or other form of solicitation.

MANDATORY SITE VISIT

If the 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 Authority.

MINIMUM STANDARDS

The Authority has adopted Minimum Standards that govern aeronautical activities at the Airport. The Winning Bidder shall comply with any applicable provision of the Minimum Standards which apply to the scope of work under the Contract.

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 the Contract 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-DESCRIMINATION

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

NON EXCLUSIVE

Unless otherwise specified, the Contract is considered a non-exclusive Contract between the parties.

NOTIFICATION AND ACCIDENT REPORTS

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

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, Winning Bidder will submit an invoice and signed delivery ticket to:
All invoices must reference appropriate Purchase Order Numbers. Payment of Invoice: All invoices received by the Authority are payable within thirty (30) days from the date of receipt by the Authority, provided they are approved by the Authority.

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 THE AUTHORITY

If not otherwise stated in the order, the Authority 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 Authority representative. 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, the bid shall include cost of all uncrating, disposal of shipping materials, set-up, testing and initial instruction to agency personnel.

SPILL CLEAN UP

The Winning Bidder shall be responsible for spillage caused by their negligence, which occurs during transit or unloading operations. The Winning Bidder shall immediately report and clean up any spillage. Upon failure to do so, the Winning Bidder 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. The Authority reserves the right to request a demonstration of any and all items bid before making the award.

PATENTS

Winning Bidder guarantees that the sale and/or use of goods will not infringe upon any U.S. or foreign patent. Winning Bidder will at his/her own expense, indemnify, protect and save harmless the Authority, 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 Winning Bidder 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 Authority. Bids prepared in pencil will not be accepted. All Bids must be signed by officials of the corporation or company duly authorized to sign bids. Any bid submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

QUESTIONS / CONTACT

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

REJECTION OF BIDS

The Authority 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 Authority, the best interest of the Authority 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 Authority; 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; or unauthorized alteration of the bid form.

RIGHT TO AUDIT

The Winning Bidder shall maintain documentation of all work performed. The Winning Bidder shall make any and all documentation available to the Authority at all reasonable times, for inspections and audit by the Authority, during the entire term of the Contract and for a period of Three (3) years after the expiration of the Contract.

SAMPLES

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

SAFETY MEASURES
The Winning Bidder shall take all necessary precautions for the safety of the Authority’s and Winning Bidder’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 Winning Bidder 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 Authority 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 Authority may seek remedies for default.

TABULATION

The Winning Bidder will be sent a written notification via email.

TAXES

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

TERMINATION FOR CONVENIENCE

Any Contract may be terminated for convenience by the Authority, in whole or in part, by written notification to the Winning Bidder.

TERMINATION FOR DEFAULT

Performance of Work under the Contract may be terminated by the Authority, in whole or in part, in writing, whenever the Authority determines that the Winning Bidder has failed to meet the requirements of the Contract.

TERMINATION FOR NON-APPROPRIATION

Termination for Non-appropriation – The continuation of any financial obligation beyond the current fiscal year may be 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 Authority may terminate any financial obligation, and Winning Bidder 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 Authority’s funding from local, State and/or federal sources is not appropriated, withdrawn or limited.
TIME IS OF THE ESSENCE

The Authority and Winning Bidder agree that time is of the essence in the performance of Work called for under this Contract. The Winning Bidder 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 Winning Bidder. The Winning Bidder is to furnish prepaid certificate of title in the name of the Authority. Title shall change upon acceptance of delivery at the Authority approved delivery location.

VENDOR LIST

A vendor may be removed from the Authority'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 Winning Bidder 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 Authority, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defects. The Winning Bidder 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 Winning Bidder's sole expense. 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 The Authority. 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.

IMMIGRATION REQUIREMENTS

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