


SUBMIT BIDS TO:	CITY OF TUSCALOOSA P.O. BOX 2089 TUSCALOOSA, AL 35403	PURCHASING OFFICE 2201 UNIV. BLVD. TUSCALOOSA, AL 35401	INVITATION TO BID								
BID TITLE PROPERTY AND GROUNDS MAINTENANCE			BID NO. 9074-021418-1								
PAGE 1 OF <u>13</u> PAGES	BIDS WILL BE OPENED AT 2:00 PM ON FEBRUARY 14, 2018 IN THE OFFICE OF THE PURCHASING AGENT, 2201 UNIVERSITY BLVD. TUSCALOOSA, AL 35401 AND MAY NOT BE WITHDRAWN FOR <u>THIRTY (30)</u> DAYS AFTER SUCH DATE & TIME.		ISSUE DATE 01/30/2018								
 <p style="text-align: center;"><u>MAYOR</u> WALTER MADDOX</p> <p style="text-align: center;"><u>COUNCIL MEMBERS</u></p> <table border="0" style="width: 100%;"> <tr> <td>PHYLLIS W. ODOM</td> <td>MATTHEW CALDERONE</td> </tr> <tr> <td>RAEVAN HOWARD</td> <td>KIP TYNER</td> </tr> <tr> <td>CYNTHIA LEE ALMOND</td> <td>EDDIE PUGH</td> </tr> <tr> <td>SONYA MCKINSTRY</td> <td></td> </tr> </table> <p style="text-align: center;"><u>PURCHASING AGENT</u> DAVID COGGINS</p>		PHYLLIS W. ODOM	MATTHEW CALDERONE	RAEVAN HOWARD	KIP TYNER	CYNTHIA LEE ALMOND	EDDIE PUGH	SONYA MCKINSTRY		Vendor Information (SECTION TO BE COMPLETED BY VENDOR) <hr/> Company Name (Please Print) <hr/> Phone Number Fax Number <hr/> Email Address	
PHYLLIS W. ODOM	MATTHEW CALDERONE										
RAEVAN HOWARD	KIP TYNER										
CYNTHIA LEE ALMOND	EDDIE PUGH										
SONYA MCKINSTRY											

GENERAL CONDITIONS OF INVITATIONS TO BID

1. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) Our enclosed Bid Proposal Form is to be used in submitting your bid.
- (b) All information required by the Bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which any entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays.
- (e) Bidder will not include federal taxes nor State of Alabama sales, excise, and use taxes in bid prices as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- (f) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (g) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (h) Bidders are advised that all City Contracts are subject to all legal requirements provided for in the Purchasing ordinance and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for any brand which meets the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to David Coggins, Purchasing Agent, 2201 University Blvd., Tuscaloosa, Alabama 35401. The name and address of the bidder, the date and hour of the bid opening and the material or service bid on shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic bids will not be considered.

4. REJECTION OF BIDS

- (a) The City may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid, or if,
 - 2. The bid does not strictly conform to the law or requirement of bid, or if,
 - 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the City on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- (b) The City may, however, reject all bids whenever it is deemed in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.

5. WITHDRAWAL OF BIDS

BID NO. 9074-021418-1

Signature _____

- (a) Bids may not be withdrawn after the time set for the bid opening for a period of time as specified.
- (b) Bids may be withdrawn prior to the time set for the bid opening.
- 6. LATE BIDS OR MODIFICATIONS**
- (a) Bids and modifications received after the time set for the bid opening will not be considered.
- (b) Modifications in writing received prior to the time set for the bid opening will be accepted.
- 7. CLARIFICATIONS OR OBJECTION TO BID SPECIFICATIONS**
- If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents of any part thereof, he may submit to the Purchasing Agent on or before five (5) days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Purchasing Agent on or before five (5) days prior to scheduled opening.
- 8. DISCOUNTS**
- (a) Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.
- 9. SAMPLES**
- Samples, when required, must be submitted within the time specified at no expense to the City of Tuscaloosa. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense, unless stated otherwise in Special Conditions or Specifications. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.
- 10. AWARD OF CONTRACT**
- (a) The contract will be awarded to the lowest responsible bidder based upon the following factors: quality; conformity with specifications; purpose for which required; terms of delivery; transportation charges; dates of delivery.
- (b) The city reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. Re Par.4(a)3.
- (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder.
- (d) Prices quoted must be FOB Destination to Tuscaloosa with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder shall result in a binding contract.
- 11. DELIVERY**
- (a) Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bids.
- (b) Deliveries are to be made during regular business hours.
- 12. CONDITION OF MATERIALS AND PACKAGING**
- All items furnished must be new and free from defects. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and price bid shall include standard commercial packaging.
- 13. CLAIMS**
- Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.
- 14. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**
- Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s).
- 15. PROVISION FOR OTHER AGENCIES**
- Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid to make available to all City agencies, departments, and in-city municipalities the bid prices he submits, in accordance with the bid terms and conditions, should any said department, agency, or municipality wish to buy under this proposal.
- 16. COLLUSION**
- The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
- 17. VARIANCE IN CONDITIONS**
- Any and all special conditions and specifications attached hereto which vary from General Conditions shall have precedence.
- 18. MINORITY / DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**
- The City of Tuscaloosa has voluntarily adopted a Minority / Disadvantaged Business Enterprise ("MBE/DBE/WBE") Program called Tuscaloosa Builds, which is designed to encourage the participation and development of minority and disadvantaged business enterprises and to promote equal business opportunities to the fullest extent allowed by state and federal law. To learn more about this program, visit the City's website at www.tuscaloosa.com.

SPECIAL CONDITIONS

The General Conditions of Invitations to Bid and any Special Conditions stated shall be considered as part of the specifications of the bid.

Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature and manufacturer's specifications plus any supplemental information necessary for comparison purposes must be submitted with the bid or the bid on that item will be rejected. Reference to literature submitted with a previous bid or on file with the Division of Purchasing will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. Any exceptions taken to any item(s) must be fully explained in written detail on bidders' letterhead and attached to the bid when submitted.

Awards shall be made or contracts entered into with the lowest responsible bidder(s) meeting all specifications and terms and conditions established by the Division of Purchasing. The Division of Purchasing reserves the right to determine the lowest responsible bidder on the basis of an individual item or group of items. Delivery dates may be a factor in awards.

The issuance of a City of Tuscaloosa Purchase Order or Purchasing Card is required to constitute a contract between the vendor and the City of Tuscaloosa, which shall bind the vendor to furnish and deliver the commodities and/or services ordered at the prices, terms, and conditions quoted.

Questions concerning the bid process should be directed to David Coggins at (205) 248-5186 or dcoggins@tuscaloosa.com (e-mail is preferred). Questions concerning Specifications should be directed to Matthew Odum at (205) 248-5800.

Any addendums issued for this bid will be posted on the City Of Tuscaloosa website at <http://www.tuscaloosa.com/e-services/bids>. It is the responsibility of the bidder to check this page for any addendums before submitting their bid.

The term of this contract shall be for a period of one (1) year from the date of the Purchase Order hereof and shall automatically renew each year for up to four (4) years for a total maximum contract term of five (5) years from the date of execution hereof, unless sooner terminated pursuant to the provision herein provided. However, either party may elect not to renew the contract by giving the other party thirty (30) days written notice prior to the anniversary date, in which event the contract shall terminate on the anniversary date.

Vendor to submit the following:

- Signed Special Conditions page
- Any necessary descriptive literature and/or specifications information as outlined above and/or elsewhere in this document
- Completed and signed Specifications/Bid Submissions page
- Completed and signed Bidder's Response Form

NOTE: Sheet(s) submitted without Company Name & Signature WILL NOT be considered for bid award.

VENDOR MUST SUBMIT AN ORIGINAL BID AND ONE COMPLETE COPY OR THE BID MAY BE REJECTED.

Bid submissions shall be submitted in a sealed envelope and addressed to: David Coggins, Purchasing Agent, 2201 University Blvd., Tuscaloosa, AL 35401. The name and address of the bidder, the date and hour of the bid opening and the Bid Title shall be placed on the outside of the envelope.

SCOPE OF SERVICES

GENERAL INFORMATION

This contract is for the maintenance of private properties within the city limits of Tuscaloosa. The properties involved will be vacant lots or residential properties that have been determined to be in violation of City ordinances regulating vegetation growth and accumulation of litter. Contractor shall perform work under this contract on an hourly rate. The City will pay a two-hour minimum for each property maintenance visit. Additional time required per site will be charged at the same hourly rate.

The number of sites and the frequency of maintenance shall be at the sole discretion of the City. Contractor may be required to maintain as many as fifty sites per season, though there is no guarantee regarding the number of sites. Some sites may require repeat maintenance.

MAINTENANCE REQUIREMENTS

Contractor agrees to furnish all labor, materials, tools, transportation and equipment necessary to perform the following work as required for each site under this contract:

- Contractor shall perform mowing, bush hogging, grass trimming regardless of height or thickness to bring property back into compliance with City of Tuscaloosa ordinances regulating vegetation growth and accumulation of litter.
- Removal of trash, litter and light debris such as tree limbs. The contractor will not be required to trim shrubbery and trees, or remove downed trees.
- Edging of sidewalks or driveways will not be required.
- In the event a property site includes a house, the contractor shall trim (i.e. weed-eat) the grass around the foundation of the house and any other building on the site such as garages or utility storage buildings.
- Contractor must remove and properly dispose of all litter and/or light debris on the property each time at each location. Whether the site is cut with a tractor, mower, weed eater, or lawn mower, the debris from the cutting and cleaning shall be removed each time.
- Contractor may not leave material on curbside for City pickup.

ADDITIONAL REQUIREMENTS

Contractor must complete the designated maintenance for each site within five (5) work days of notification by the City. Contractor will be contacted for each site by an officer of the Code Enforcement Division of the Tuscaloosa Police Department. Contractor shall provide to the City the names and cell phone numbers for two (2) contact persons. Link radio numbers can also be submitted, but they shall not take the place of cell phone numbers.

Contractor shall notify the designated Code Enforcement Officer when maintenance on each site is complete. Contractor shall also provide before and after photos of each site upon completion of site work. Contractor shall submit invoices to the Code Enforcement Division to build a packet for billing.

Successful bidder (contractor) will be required to enter into a contract substantially similar to the Sample Contract contained in this bid document. Contractor must provide and maintain insurance as specified in this Sample Contract. Failure to maintain required insurance throughout the life of the contract will result in contract termination.

SAMPLE CONTRACT

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

**CONTRACT FOR PROPERTY AND GROUNDS MAINTENANCE
(File No. A18-0126)**

THIS CONTRACT, made and entered into on this the ____ day of _____, 2018, by and between _____ whose address is _____, hereinafter sometimes referred to as "CONTRACTOR," and the **CITY OF TUSCALOOSA**, a Municipal Corporation of the State of Alabama, hereinafter sometimes referred to as "CITY".

W-I-T-N-E-S-S-E-T-H:

In consideration of the amount contained herein, and of the mutual agreements and provisions also contained herein, the Contractor and the City agree to the following:

1. WORK AND SERVICES TO BE PERFORMED BY CONTRACTOR:

This contract is for the maintenance of private properties within the city limits of Tuscaloosa. The properties involved will be vacant lots or residential properties that have been determined to be in violation of City ordinances regulating vegetation growth and accumulation of litter. Contractor shall perform work under this contract on an hourly rate. The City will pay a two-hour minimum for each property maintenance visit. Additional time required per site will be charged at the same hourly rate.

The number of sites and the frequency of maintenance shall be at the sole discretion of the City. Contractor may be required to maintain as many as fifty sites per season, though there is no guarantee regarding the number of sites. Some sites may require repeat maintenance.

Contractor agrees to furnish all labor, materials, tools, transportation and equipment necessary to perform under this contract.

- Contractor shall perform mowing, bush hogging, grass trimming regardless of height or thickness to bring property back into compliance with City of Tuscaloosa ordinances regulating vegetation growth and accumulation of litter.
- Removal of trash, litter and light debris such as tree limbs. The contractor will not be required to trim shrubbery and trees, or remove downed trees.
- Edging of sidewalks or driveways will not be required.
- In the event a property site includes a house, the contractor shall trim (i.e. weed-eat) the grass around the foundation of the house and any other building on the site such as garages or utility storage buildings.
- Contractor must remove and properly dispose of all litter and/or light debris on the property each time at each location. Whether the site is cut with the tractor, mower, weed eater, or lawn mower, the debris from the cutting and cleaning shall be removed each time.
- Contractor may not leave material on curbside for City pickup.

Contractor must complete the designated maintenance for each site within five (5) work days of notification by the City. Contractor will be contacted for each site by an officer of the Code Enforcement Division of the Tuscaloosa Police Department. Contractor shall provide to the City the names and cell phone numbers for two (2) contact persons. Link radio numbers can also be submitted, but they shall not take the place of cell phone numbers.

Contractor shall notify the designated Code Enforcement Officer when maintenance on each site is complete. Contractor shall also provide before and after photos of each site upon completion of site work. Contractor shall submit invoices to the Code Enforcement Division to build a packet for billing.

See attachment entitled "Invitation to Bid" dated January 30, 2018

2. **DEFINITIONS:**

(a) **Trash.** Trash shall mean and include all tree and lawn trimmings, leaves, pine straw, trash that has been burned, rocks, bricks, dirt, ashes, lumber, bushes, and demolition type waste.

(b) **Litter.** Litter shall mean and include garbage, refuse, waste, trash including but not limited to any paper, cartons, cans, metal, glass, plastics, wrappings, boxes or cardboard.

3. **INSURANCE:** Contractor shall secure and maintain through the duration of this contract, insurance in such amounts as may be necessary to protect the interest of the City against hazards or risks of losses hereinafter specified. Such insurance shall be carried by a company or companies doing business by agent in the City of Tuscaloosa and shall be in a form and amount to be approved by the City.

The Certificate of Insurance shall contain a provision that not less than ten (10) days written notice shall be given to the City before any policy or coverage is canceled. Without limiting the requirements above set forth, the insurance coverage shall include a minimum of:

A. Workmen's Compensation Insurance in an amount as required under the laws of the State of Alabama. In case any work is sublet, with the consent of the City of Tuscaloosa, the Contract shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees.

B. Public General Liability Insurance, written in comprehensive form, that protects the Contractor and the City against claims arising from injuries to members of the public, City employees or damage to property of others arising out of any act or omission to act of the Contractor, or any of its agents, employees or subcontractors. The limit of liability shall not be less than \$500,000.00 combined single limits.

C. Property Insurance which shall include damage to the property of the City of Tuscaloosa in an amount not less than \$500,000.00.

D. The City of Tuscaloosa, its officers, agents and employees shall be named as additional insured under the policies in subparagraphs B and C and so identified in the Certificate of Insurance. The Contractor shall furnish the City certificates of such insurance, to serve as satisfactory proof, prior to the signing of this Contract.

4. **INDEPENDENT CONTRACTOR:** Contractor enters into this Contract with the City as an Independent Contractor and, as such, the City shall not be responsible for the acts or omissions of the Contractor, or any subcontractors employed by it. It is the intent of the parties to this agreement that they be the only parties to the same to expressly exclude third party beneficiaries. No person not a party to this Agreement may claim any benefits hereunder.

5. **COMPETENCE:** Contractor represents that it is experienced, competent and capable to perform the above described work and services. Contractor agrees to perform all work and services under this Contract in a manner consistent with that level of care and skill ordinarily exercised by individuals in the same field or business for similar work.

6. **PAYMENT:** The City shall pay to Contractor, and Contractor agrees to accept as full and complete compensation and payment for all work performed under and in accordance with and pursuant to this Agreement, _____ (\$ _____) Dollars per year for a five (5) year period.

Contractor shall submit invoices to the Code Enforcement Division to build a packet for billing and which shall be paid by the City upon approval of the services by the Infrastructure and Public Services Department, said Department being responsible for the supervision in this Contract. The total cost to the City for work and services performed under this Contract shall not exceed the above stated cost for the year without prior notification to the City and its consent thereto.

7. **TERM:** The term of the Contract shall be for a period of one (1) year from the date of the contract hereof and shall automatically renew each year for up to four (4) years for a total maximum contract term of five (5) years from the date of execution hereof, unless sooner terminated pursuant to the provision herein provided. However, either party may elect not to renew the contract by giving the other party thirty (30) days written notice prior to the anniversary date, in which event the contract shall terminate on the anniversary date. This renewal shall occur automatically and without notice to the Contractor unless otherwise communicated to the Contractor by the City at least 30 days before the expiration of the 365-day term. The term of this Agreement will not be automatically extended if, at the then-current expiration of the term, Contractor is in material breach of this Agreement.

The City of Tuscaloosa reserves the right to terminate this contract at any time without notice upon good cause shown. In the event of termination, the successful bidder shall be paid in full for all work previously authorized and performed up to the date of termination.

8. **ASSIGNABILITY:** Contractor shall not assign, subcontract, transfer, sublease, pledge, surrender, convey, sell or otherwise dispose of any portion of this Contract, his right, title or interest therein, or his power to execute such contract, to any person, firm, or corporation without the prior written consent of the City and such written consent shall not be construed as to relieve the Contractor of any responsibility for the fulfillment of the Contract.

9. **PRIOR REPRESENTATIONS:** The Contract represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations or agreements, either oral or written. This agreement may be amended only by written instrument signed by both City and Contractor.

10. **COMPLIANCE WITH LAWS:** The Contractor shall keep himself fully informed of all laws, ordinances and regulations of the State of Alabama, City of Tuscaloosa and Tuscaloosa County in any manner affecting the performance of this Contract. The Contractor shall, at all times, observe and comply with such existing and future laws, ordinances and regulations.

11. **INCORPORATION OF REQUEST FOR PROPOSALS:** All City specifications, as contained in the City's Invitation of Bid dated January 30, 2018, Contractor's Response to Invitation of Bid, and the terms of the Contractor's bid are specifically incorporated herein and made a part hereof by reference. The performance standards and detailed specifications as prescribed in the City's Invitation of Bid dated January 30, 2018, are herein specifically adopted and incorporated and specifically made a part hereof by reference. All work conducted by Contractor under this contract must comply with said performance standards and detailed specifications.

12. **LIQUIDATED DAMAGES:** Contractor agrees to pay the City liquidated damages in the sum of One Hundred Dollars (\$100.00) per calendar day for every day that the services conducted under this contract fail to meet any of the performance standards and detailed specifications contained in the City's Invitation of Bid, dated January 30, 2018 heretofore specifically adopted and incorporated herein and specifically made a part hereof by reference in provision No. 11 of this Contract.

13. **MISCELLANEOUS:**

Capacity: Each Party to this Agreement represents and warrants to the other as follows:

A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.

B. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.

C. That to the extent required, each party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.

D. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.

E. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.

F. That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.

G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

H. Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement.

I. Each party represents and warrants that the execution and delivery of this agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time, or both) a default under the laws of the State of Alabama, any resolution, agreement, or other contract agreement, or instrument to which a party is subject, or any resolution, order, rule, regulation, writ, injunction, decree or judgment of any governmental authority or court having jurisdiction over the party.

J. This agreement constitutes the legal, valid and binding obligation of each party and is enforceable against each party in accordance with its terms, except in so far as the enforceability thereof may be limited by:

- (1) Bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights
- (2) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.

K. Neither party will enter into any agreement to do anything prohibited in this agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder.

L. Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement.

Ownership of Contract Documents: The Contract Documents, and copies of parts thereof, are furnished and owned by the City. All portions of the Contract Document, and copies of parts thereof, are the instruments of serve for this project. They are not to be used on other work and are to be returned to the City on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City. Such user shall hold the City harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adoption shall entitle the City to further compensation at rates to be agreed upon by the user and the City.

City Logo and Name: The Contractor shall not use the City of Tuscaloosa's name or insignia or logo in any magazine, trade paper, newspaper, advertisement or other medium without first obtaining the written consent of the Owner.

Waiver: Non enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

Prohibition on Assignment and Delegation: No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this Agreement.

Final Integration: This Agreement, together with any amendments, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

Force Majeure: Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

Construction: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Laws: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

Liability of the City or City Officials. Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the liability and obligations of the City, City officials or City employees as set forth herein are subject to the limitations imposed on municipalities by the Constitution and laws of the State of Alabama. No present or future official, officer or employee of the City shall ever be personally liable for the performance of any obligations hereunder.

Non Discrimination: The Consultant agrees that in performing the work and services as required herein under this agreement, not to discriminate against any person on the basis of race, color, religion, sex, age or disability. (The Contractor shall fully comply with the Americans with Disabilities Act, the Fair Labor Standards Act and all other applicable laws and regulations).

Fines and Penalties: The Consultant shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the Owner and/or Consultant which are related to the Consultant's operations. The Owner shall deduct the amount of the levied fine or penalty from the contract amount.

Agreement Date/Counterparts: The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Use of Words and Phrases: The following words and phrases, where used in this document, shall be given the following and respective interpretations: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in any portion of this Agreement unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

Severability. Each provision of this agreement shall be considered to be severable and, if for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this agreement that are valid, but this agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

14. **COMPLIANCE WITH IMMIGRATION LAW:** By signing this agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

15. **COMPLIANCE WITH AFFORDABLE HEALTH CARE ACT:** By signing this agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal compliance laws pertaining to the Affordable Health Care Act. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

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

CONTRACTOR: _____

ATTEST:

BY: _____

CITY OF TUSCALOOSA, A MUNICIPAL CORPORATION

BY: _____
WALTER MADDOX, MAYOR

ATTEST:

City Clerk

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, _____, a Notary Public in and for the State at Large, hereby certify that _____, who is named as _____, is signed to the foregoing document, and,

- Who is known to me, or
- Whose identity I proved on the basis of _____, or
- Whose identity I proved on the oath/affirmation of _____, a credible witness to the signer of the above document.

and that being informed of the contents of the document, he/she as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 20____.

Notary Public.

My Commission Expires: _____

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

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

Given under my hand and official seal that the _____ day of _____, 20____.

Notary Public.

My Commission Expires: _____

BIDDER'S RESPONSE FORM

MESSAGE TO BIDDERS: Please review your bid documents for accuracy, completeness, required documentation, and necessary signatures before submitting. Please label the outer mailing/shipping package with the bid information as directed.

HOURLY RATE: _____

COMPANY NAME: _____

CONTACT PERSON: _____

COMPLETE MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

COPIES SUBMITTED:

_____ **VENDOR MUST SUBMIT AN ORIGINAL BID AND ONE COMPLETE COPY OR THE BID MAY BE REJECTED.**

Awarded bidder(s) may be required to obtain a City of Tuscaloosa business license in order to provide goods and/or services in response to this bid and subsequent contract(s). Inquiries regarding business license requirements should be directed to the City's Revenue & Financial Services Division at (205) 248-5200. Failure to obtain and maintain required city business license(s) may result in rescinding of bid award and contract termination.

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

FAILURE TO COMPLETE ALL OF THE ABOVE WITH AN AUTHORIZED SIGNATURE MAY SUBJECT BID TO REJECTION.

NON-BIDDER RESPONSE FORM

For purposes of maintaining accurate bidder's list and facilitating your firm's response to our invitation for bid, the City of Tuscaloosa is interested in ascertaining reasons for prospective bidders' failure to respond to invitations for bids. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to Mr. David Coggins, Purchasing Agent, 2201 University Blvd., Tuscaloosa, Alabama 35401. Failure to either submit a bid proposal or return this form may result in removal of your firm's name from our bidder's lists. Thank you for your cooperation.

We are not responding to this invitation for bid for the following reason(s):

___ Items or materials request not manufactured by us or not available to our company.

___ Our items or materials do not meet specifications.

___ Specifications not clearly understood or applicable (too vague, too rigid, etc.)

___ Quantities requested are too small.

___ Insufficient time allowed for preparation of bid.

___ Incorrect address used. Correct mailing address is:

___ Our branch/division handles this type of bid. Correct name and mailing address is:

___ Other reason(s): _____

Company Name: _____

Address: _____

City/State/Zip: _____

Signature: _____