



HUNTSVILLE

Tommy Battle
Mayor

City of Huntsville, Alabama
Finance Department
Procurement Services Division

Invitation For Bids Ripper/Scarifier Equipment

Invitation for Bid #:	23-2021-54-1
Issue Date:	December 15, 2020
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a Certificate of Insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	December 30, 2020 @ 5:00PM All questions must be submitted in writing to larissa.mack@huntsvilleal.gov
IFB Closing Date:	January 7, 2021 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	LaRissa Mack larissa.mack@huntsvilleal.gov (256) 427-5058 (256) 427-5059 fax
City Internet Site:	www.huntsvilleal.gov/ebids
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Ripper/Scarifier Equipment 2021

TABLE OF CONTENTS

SECTION 1.0	INTRODUCTION
SECTION 2.0	GENERAL TERMS AND CONDITIONS
SECTION 3.0	BIDDER INSTRUCTIONS
APPENDIX A:	BONDS AND INSURANCE REQUIREMENTS
APPENDIX B:	SCOPE OF WORK & RELATED INFORMATION
APPENDIX C:	BIDDER INFORMATION & ACKNOWLEDGMENTS
APPENDIX D:	DETAILED REQUIREMENTS CHECKLIST
APPENDIX E:	N/A
APPENDIX F:	BIDDER PRICING FORM
APPENDIX G:	N/A
APPENDIX H:	REPORT OF OWNERSHIP FORM
APPENDIX I:	MAILING LABELS

SECTION 1.0 INTRODUCTION

The City hereby gives notice it is requesting sealed bids for the goods and/or services described in Appendix B of this Invitation for Bid. The City intends to award a contract to the successful Bidder(s) who the City determines will best meet the City's objectives as described herein.

The major objectives of this IFB are as follows:

- Describe the goods and/or services desired by the City.
- Describe the City contract terms and conditions.
- Provide Bidders with instructions for responding to this IFB.

1.1 DEFINITIONS

In addition to other terms that may be defined herein, certain terms and abbreviations are defined as follows:

“City”	City of Huntsville, Alabama
“Contract”	The agreement between the City and the Bidder chosen by the City pursuant to this IFB. The contract shall include this IFB and the selected Bid.
“Contractor”	The party with whom the City will execute the Contract.
“Bid”	The response to this IFB submitted by a Bidder.
“Bidder”	A person or entity submitting a response to this IFB.
“IFB”	This Invitation for Bid, and all addenda, appendices and attachments.
“IFB E-Documents”	The documents referenced by this name on the cover of this IFB.

1.2 CONTACT INFORMATION

All questions regarding this IFB must be directed in writing to the contact provided on the cover of this IFB.

1.3 SCHEDULE

The sequences of events related to this IFB are as follows:

- A. Pre-Bid Conference: A Pre-Bid Teleconference or Conference, as the City deems necessary, will be held at the date and time specified on the cover of this IFB, at which time City representatives will discuss the requirements of the IFB and answer any questions regarding the IFB. The City will issue a notification by addenda of the Teleconference call-in number and password on the day of the conference. Any Conferences will be held in the City Council Conference Room located on the 7th floor of the Municipal Administration Building, 308 Fountain Circle, Huntsville, Alabama.
- B. Deadline for Questions: All questions must be received in writing not later than the deadline for questions date noted on the cover of this IFB.
- C. IFB Closing Date: Bids are due no later than 2:00:00 PM City time on the bid closing date noted on the cover of this IFB.
- D. Bidder Teleconference/Presentation/Demonstration: To possibly be held as described herein on the date noted on the cover of this IFB.
- E. Bid Selection: Within ninety (90) days of bid closing date, unless extended by the City.
- F. Bid Negotiation: To be announced.
- G. Contract Award: Successful Bidder(s) will be notified of the date the award will be submitted to the City Council for approval. The City will notify Bidder(s) about the need to execute contract documents and provide other required documents as required.
- H. Award Notification: City will provide final notification of award and/or notification to proceed when all City requirements have been met.

SECTION 2.0 GENERAL TERMS & CONDITIONS

It is the intent of the City, through this IFB to establish to the greatest extent possible complete clarity regarding the obligations of all parties to be incorporated in the Contract. Before submitting a bid, Bidder should become familiar with all requirements of this IFB and the conditions and requirements under which the Contract obligations must be fulfilled.

2.1 INTERPRETATIONS

The City will not be responsible for the Bidder's misunderstanding of the scope of work or any terms and conditions of the Contract. The City will not be responsible for oral interpretations of this IFB. Bidder's questions and/or comments concerning lack of clarity, defects and questionable or objectionable material in the IFB must be submitted in writing to and received by the contact provided on the cover of this IFB not later than the deadline for questions date noted on the cover of this IFB. Questions shall specify the Section(s), paragraph(s), and page number(s) to which the question refers.

2.2 ADDENDA

The City may issue addenda to this IFB to provide additional information or clarifications. The City of Huntsville will not be responsible for a Bidder's failure to acquire any addenda issued. The City will issue notifications of addenda issued via the City's Internet Site, and Bidders who have downloaded this IFB will be notified of any addenda by email. It is the Bidder's responsibility, however, to periodically check the City's Internet Site for addenda issued. All Bidders will be responsible for downloading any addenda at www.huntsvilleal.gov/ebids.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form (Appendix F). Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

2.3 PRE-BID CONFERENCES & QUESTIONS

A Pre-Bid Conference or Teleconference may be scheduled to review and answer any pertinent questions concerning the bid and the specifications. Any questions or requests for clarification must be addressed at these events, if scheduled, or submitted in writing not later than the deadline for questions noted on the cover of this IFB.

2.4 PRICE REDUCTIONS

If at any time after the date of the contract award, the Bidder makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period or until the price is further reduced. Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, an occasional sale at a lower price or sale of distressed merchandise would not be considered a general price reduction.

2.5 LOCAL PREFERENCE

The City may choose to utilize a local preference for the award of a contract for items of personal property or services as provided by and in accordance with §41-16-50 of the Code of Alabama (1975). A local preference is not applicable to the award of a contract funded by federal grant.

2.6 BID AWARDS

The City reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, waive formalities, re-advertise and/or take such other steps decreed necessary and in the best interest of the City. The City reserves the right to make an award in whole or part to one or more bidders whenever deemed necessary and in the best interest of the City.

All bids will be awarded to the lowest responsive and responsible bidder. This determination may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable. In the event only one bidder

responds to an invitation to bid, the City may reject the bid and negotiate the purchase or contract, providing the negotiated price is lower than the bid price.

Written notification of award will be mailed the successful bidder upon approval of the Huntsville City Council. All other bidders will also be notified by mail and Bid Bonds, if applicable, will be returned at that time. Orders will be placed by issuance of a purchase order against the contract which serves as the contractor's authorization. Delivery instructions will be noted on the purchase order as well as billing instructions.

2.7 INVOICING THE CITY

Invoices submitted pursuant to this IFB must include:

- a. Name and remittance address of Bidder.
- b. Invoice date.
- c. Invoice number.
- d. IFB number.
- e. City purchase order number.
- f. Contact information of the person to be notified in event of a discrepancy in the invoice.

2.8 PAYMENT TERMS

The City will render payment to the successful Bidder(s) by check on a net 30-day basis after receipt of an invoice that has been submitted as required in this IFB, unless the City authorizes alternative terms in writing.

2.9 NON-APPROPRIATION

The City assumes no legal liability to purchase items or services under any contract until funds are appropriated for that particular fiscal year.

2.10 SPECIFICATIONS

The specifications are provided to potential bidders as guidelines that describe the type and quality of commodity or service the City is seeking to procure. The Bidder must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the bid.

The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard of the article desired but does not restrict the Bidder to the specified brand, make, and manufacturer or specification names. It is set forth to convey the general style, type, character, and quality of the article desired by the City. Bidder shall incur all cost involved in obtaining an Independent Laboratory Test if the City deems necessary.

It will be assumed that all bids are based upon the specifications unless the Bidder stipulates to the contrary on the Bid form, in which case, the Bidder shall point out in detail any and all deviations from the specifications. Bidders having items that do not meet the specifications may offer the same on an optional basis. Minor exceptions from the specifications may be considered if they do not alter the performance for the intended purpose. The City reserves the right to request a demonstration of any and all items bid before making the award.

All items bid will be inspected by a representative of the City upon delivery to ascertain compliance with the specifications. Items not in compliance with the specifications will be rejected until proper remedial measures are taken to assure compliance.

2.11 NEW EQUIPMENT

All manufactured commodities shall be new, latest model unless otherwise stipulated. The Bidder shall guarantee that commodities submitted for their bid shall be new, and of the latest and most improved model of the current production and shall be of first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Equipment shall not have been operated for any purpose other than routine operational testing. Demonstrators will not be accepted unless specifically requested.

2.12 WARRANTY

The Bidder shall assume full responsibility for warranty of all components of the equipment. A statement shall be

attached with the Bid setting out the conditions of the warranty. The manufacturer's standard warranty shall be furnished.

2.13 CONTRACT TERM

In accordance with the Alabama Competitive Bid Law, as amended, the City may enter into multi-year leases, purchase, and lease-purchase contracts for the acquisition of goods, supplies, materials and all other types of personal property, real property and services for a period not to exceed three years with the following provisions:

- a. Contracts shall terminate without further obligation on the part of the City except as set forth in the contract as permitted by this Act at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed as provided in this section;
- b. Contracts may provide for automatic renewal unless positive action is taken by the City to terminate such contract, and the nature of such action shall be determined by the City and specified in the contract.

2.14 CONTRACT ASSIGNMENT AND SUBLETTING

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation without the previous written consent of the city. If the contractor desires to assign his or her right to payment of the contract, the contractor shall notify the city immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the contractor of his or her obligations or change the terms of the contract.

2.15 INSURANCE REQUIREMENTS

The bid documents will state any applicable insurance requirements. (See Appendix A)

2.16 HOLD HARMLESS

The successful Bidder agrees to defend, indemnify, and hold the City harmless from any and all causes of action or claims of damages arising out of or related to Bidder's performance.

2.17 ORDER OF PRECEDENCE

Any specific terms and conditions described elsewhere in this IFB shall supersede any provisions described in these General Terms and Conditions.

2.18 ALABAMA IMMIGRATION LAW

Bidder must agree to comply with Alabama Immigration Law - see Appendix C.

2.19 EQUAL OPPORTUNITY

The City has an Equal Opportunity Purchasing Policy and encourages utilization of minority and women-owned business enterprises in its procurement activities. The City provides equal opportunities for all businesses and does not discriminate against any Bidder regardless of race, color, creed, sex, national origin, or disability in consideration for an award.

2.20 ADA

The vendor/Bidder/contractor agrees to comply fully with the Americans with Disabilities Act and will indemnify and hold harmless the City from all costs, including but not limited to damages as well as attorney's fees and staff time, in any action or proceeding brought alleging a violation of the American with Disabilities Act to the extent arising out of or resulting from acts of the contractor, its employees, or agents.

2.21 RIGHT TO INSPECT

At reasonable times, the City may inspect those areas of the Bidder's place of business that are related to the performance of a contract. If the City makes such an inspection, the Bidder must provide reasonable assistance. The City reserves the right on demand and without notice to inspect all of the Bidder's files associated with a subsequent contract where payments are based on Bidder's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the contract; and, subcontractors, at any tier, may be required to provide

access to records as provided in 49 U.S.C. § 5325(g).

2.22 ETHICS, COMPLIANCE AND OTHER MATTERS

For purposes of this Section, Bidder includes Bidder's parent company(ies) , subsidiary(ies), and affiliate(s). In Appendix C, Bidder's signature shall hereby include acknowledgement that:

- a. Bidder is fully qualified to provide the requested goods and services to the City.
- b. Bidder is properly established, licensed and authorized to do business in the State of Alabama and the City, or will be prior to commencement of performance under the Contract. Bidder shall provide evidence of such licenses to the City upon request.
- c. This Bid is true, accurate and complete.
- d. This Bid is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation.
- e. Bidder has not directly or indirectly induced or solicited any other Bidder to this IFB to submit a false or sham Bid.
- f. Bidder has not sought by collusion to obtain for themselves any advantage over any other Bidder to this IFB or over the City.
- g. Except as disclosed in Bid, Bidder:
 - i. Has not, in the past three (3) years made contributions to elected City officials or candidates for City offices;
 - ii. Is not subject to pending, contemplated or ongoing administrative or judicial proceedings material to Bidder's business, finances or products including, but not limited to, any litigation, consent orders, debarment or contracts with any local, state or federal regulatory agency issued to Bidder;
 - iii. Has not had an agreement canceled or terminated due, in whole or in part, to the fault of Bidder, or a default or breach of contract on the part of the Bidder (the details of which shall be disclosed in Bid);
 - iv. Has not had a bond or surety canceled or forfeited (the details of which shall be disclosed in Bid); and,
 - v. Has not been adjudged bankrupt (Chapter 7), or petitioned the court for relief under the Bankruptcy Code or Act for either business reorganization (Chapter 11) or the Wage Earner's Plan (Chapter 13) (the details of which shall be disclosed in Bid).
- h. Neither the Bidder nor any individuals who will fulfill Contract requirements has a possible conflict of interest with the City, except as disclosed in writing in the Bid; that the City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculations to the objectivity of the goods and services to be provided by Bidder; and that the City's determination regarding any questions of conflict of interest shall be final.
- i. Bidder is not indebted to the City, and will not at any time during the term of the Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Bidder acknowledges that upon any breach or failure to conform to such certification, the City shall have the right to, and may, at the option of the City, withhold payments otherwise due to Bidder, and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame as specified by the City in writing, this will offset any such indebtedness against said payments and/or terminate the Contract for default (in which case Bidder shall be liable for all excess costs and other damages including reasonable attorney's fees resulting from the termination).

2.23 GOVERNING LAW

All contracts entered into as a result of this solicitation shall be governed by and construed in accordance with the substantive laws of the State of Alabama. Federal grants are subject to Federal laws. Federal laws, regulations, and directives may change, and the most recent changes will apply, unless otherwise determined in writing by the Federal Agency. All contractual provisions required by the Department of Transportation, as set forth in FTA Circular 4220.1F, are incorporated by reference.

2.24 TERMINATION

The City reserves the right to terminate, without cause, any award made as a result of this Bid solicitation by providing a

thirty (30) day letter of cancellation notification to the successful Bidder. If the funding source is a Federal grant, the Federal Government reserves the right to terminate, without cause, any award made as result of this Bid.

SECTION 3.0 BIDDER INSTRUCTIONS

Bidders are required to submit the required information in accordance with the instructions in this IFB. A response that deviates from the instructions may be considered non-responsive and may be rejected at the discretion of the City.

3.1 SUBMISSION OF BIDS

Complete, sealed bids must be clearly marked with the IFB# and received by Procurement Services no later than 2:00:00 PM City time on the bid closing date specified on the cover of this IFB. For the purposes of receiving Bids, the clock located in the City Council Chambers at 308 Fountain Circle, Huntsville, Alabama 35801, regulated by the National Institute for Standards and Technology (NIST), shall be the official record of time. Late bids will not be accepted nor considered. The City will not be responsible for a carrier's failure to deliver.

The number of copies specified on the IFB cover must be delivered to:

City of Huntsville
Procurement Services
P. O. Box 308 (35804)
308 Fountain Circle (35801)
Huntsville, Alabama

For Bidder's convenience, a mailing label is provided in Appendix I.

3.2 LATE BIDS

The City will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the bid response to the City's Procurement Services office by the 2:00:00 PM local time deadline stated in the bid request. Any bid received after the opening date and time will not be considered.

3.3 BID OPENINGS

All Bid Openings are open to the public and will be held in the City Council Chambers located on the first floor of the Municipal Administration Building, 308 Fountain Circle, Huntsville, Alabama. The City will notify Bidders of the date and time for such.

3.4 BID PREPARATION EXPENSES

Bidders are responsible for all bid preparation expenses incurred in the development and submission of their bids and in participating in any negotiations related to this IFB. The City assumes no obligation for any expenses incurred by the Bidder as a result of the issuance of this IFB, the preparation or submission of a bid, the evaluation of a bid, or the selection of the successful Bidder(s).

3.5 RESPONSIVE BIDS

Each Bid must be submitted in duplicate, unless otherwise specified, in a separate sealed envelope with the IFB number and the opening date clearly noted. All Bidders must use the bid forms in this IFB and follow all instructions in submitting a response. All Bids shall be typewritten or in ink on the form(s) prepared by the City. Bids prepared in pencil will not be accepted. All corrections shall be initialed and dated by the person authorized to sign bids. All Bids must be signed by officials of the corporation or company duly authorized to bind the company. Any Bid submitted without being signed will automatically be rejected.

3.6 RESPONSIBLE BIDDERS

The City shall take reasonable measures to determine Bidder capability, business integrity, financial resources, and reliability in all respects to perform fully the contract requirements and insure good faith performance prior to contract award and during the term of the contract.

3.7 RIGHT TO REJECT BIDS

The City reserves the right to reject any part of any Bid, to waive minor defects or technicalities, or to solicit new bids for the same goods and services that may be the subject of this IFB, as the City may deem necessary and in its best interest. Bidders must comply with all the terms of the IFB and all applicable local, state and federal laws, codes and regulations.

If a Bidder does not comply with IFB's requirements or proposes to restrict the rights of the City as specified in the IFB or qualify its Bid in conflict with the IFB, the City may determine the Bidder to be non-responsive and may reject the Bid.

The City shall take reasonable measures to determine Bidder's capability, business integrity, financial resources, and reliability in all respects to comply with the City's requirements and insure good faith performance prior to contract award and during the term of the contract. If, during the IFB process, a Bidder does not demonstrate its ability to comply with the City's requirements, to the City's satisfaction and at the City's sole determination, based on all information available to the City, the City may determine the Bidder to be non-responsive and may reject the Bid.

Minor informalities, that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other bids; that do not change the meaning or scope of the IFB; that are trivial, negligible, or immaterial in nature; that do not reflect a material change in the work; or, that do not constitute a substantial reservation against a requirement or provision, may be waived at the discretion of the City.

Bidders may be disqualified, and rejection of bids may be recommended for any of (but not limited to) the following causes:

- a. Failure to use the bid forms furnished by the City.
- b. Lack of signature by an authorized representative on the bid form.
- c. Failure to properly complete the bid form and Bidder compliance.
- d. Evidence of collusion among bidders.
- e. Unauthorized alteration of the bid form.
- f. Failure to submit a Bid Bond, if required.
- g. For public improvement projects only, failure to note the General Contractor's license number on the outside of the bid package or a note that the bid amount is less than \$50,000.

3.8 PUBLIC RECORDS NOTICE AND CITY RIGHTS TO INFORMATION

The City is governed by the public records laws of the State of Alabama. All Bids and information received by or that is available to the City pursuant to this IFB, except copyright material, shall become the property of the City. All such information, as it becomes the property of the City, becomes a public record and is subject to disclosure pursuant to applicable open records laws that provide for reasonable inspection by the public. All bid information, including detailed pricing information and proprietary technical information, will be held in confidence by the City's Procurement Services Division until a recommendation for contract award has been made to the City Council, after which bid information will be subject to disclosure as a public record.

At the specific written request of Bidder, the City will make reasonable efforts to protect from public disclosure any information that Bidder (1) segregates from other information and (2) is clearly labeled as "proprietary," "trade secret," "confidential," or "restricted," provided that Bidder also furnishes a brief statement that describes the reasons for the requested nondisclosure.

If proprietary, confidential, trade secret or otherwise restricted information is submitted to the City by Bidder as a result of this IFB or any resulting contract, then Bidder shall hold harmless and indemnify the City, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses, expenses, and costs, including, but not limited to, any costs related to legal defense, attorney's fees, court costs, damages, or judgments arising from or resulting from any disclosure request or disclosure by the City of such information.

APPENDIX A

BONDS AND INSURANCE REQUIREMENTS

1. BID BOND

An **original** Bid Bond is required in the amount of five (5) percent of the total price specified in Bidder Pricing Form, unless another amount is specified or waived on the cover of this IFB. Any bid submitted without an original Bid Bond will not be considered. Such Bid Bond shall be an original document in the form of a firm commitment, such as Bid Bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. A company check is not an acceptable bid bond.

Bid Bonds shall be retained by the City until such time as a contract is executed, a purchase order is issued, or in some cases, materials and/or equipment is received, if a Performance Bond is not required.

2. PERFORMANCE & PAYMENT BOND

If required by specification, a Performance Bond must remain in effect for the entire term of the Contract in the amount of 100% of the annual contract amount. A Payment Bond, if required, shall be included with the Performance Bond, or separately provided.

3. INSURANCE REQUIREMENTS

The Bidder/consultant shall carry insurance of the following kinds and amounts (exceptions are noted) in addition to any other forms of insurance or bonds required under the terms of the bid specifications. The Bidder/consultant shall procure and maintain for the duration of the agreement or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this agreement by the Bidder/consultant, his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after City of Huntsville approval.

Commercial General Liability

Products and Completed Operations
Contractual Liability
Personal Injury and Advertising Injury
Explosion, Collapse and Underground
Broad Form Property Damage
Waiver of subrogation
Severability of Interest

2. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms. Waiver of subrogation shall be included.

3. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by an employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

4. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

5. Umbrella (Excess) Liability Insurance:

APPENDIX A BONDS AND INSURANCE REQUIREMENTS

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:
\$ 2,000,000 General Aggregate Limit
\$ 1,000,000 Each Occurrence

2. Automobile Liability:

\$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

3. Workers' Compensation:

As Required by the State of Alabama Statute. If a statutory exemption to this coverage is asserted, a notarized certification of exemption, provided on page following, shall be attached to the bidder's Certificate of Liability Insurance.

4. Employers Liability:

\$ 500,000 Each employee bodily injury by accident
\$ 500,000 Each employee by disease
\$ 500,000 Policy limit by disease

5. Umbrella (Excess) Liability Insurance:

Contracts for purchase or sale of non-food items or Trade and Service contracts less than \$100,000:
Excess Liability Insurance is not required.

C. OTHER INSURANCE PROVISIONS:

City of Huntsville is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If the insurance requirements are not adjusted by the City prior to the City's release of bid specifications, then the minimum limits stated herein shall apply.

1. General Liability and Automobile Liability Coverages Only:

a. The Bidder/consultant's insurance coverage shall be primary insurance as respects the City, and shall cover, as Additional Insureds, the City, its officers, employees, agents, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of the Bidder's insurance and shall not contribute to it. Waiver of subrogation shall be included. The coverage shall contain no special limitation on the scope of protection afforded to the Additional Insureds.

b. The Bidder/consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

a. Bidders/consultants are responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to the City.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

APPENDIX A

BONDS AND INSURANCE REQUIREMENTS

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers qualified to do business in the State of Alabama with an A. M. Best's rating of no less than **A- V**.

E. VERIFICATION OF COVERAGE:

The City shall be indicated as a Certificate Holder and the Bidder shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before contract is awarded and work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS WORKING FOR THE BIDDER/CONSULTANT:

The Bidder/consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. Subcontractors working for the Bidder/consultant shall be required to carry insurance.

G. HOLD HARMLESS AGREEMENT:

The Bidder/consultant, to the fullest extent permitted by law, shall indemnify, hold harmless and defend the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, caused by, arising out of or resulting from or in connection with the performance of this contract, provided that any such claim, costs, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by, in whole or in part, any active or passive negligent act or omission of the Bidder/consultant, or any of their subcontractors, sub consultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

APPENDIX A
BONDS AND INSURANCE REQUIREMENTS

STATE OF ALABAMA

COUNTY OF MADISON

CERTIFICATION

I am the proprietor or a partner in a business claiming exemption from Worker's Compensation Insurance. I do hereby certify under oath that, as of the date shown below, my company has no more than four (4) employees.

Dated this the ____ day of _____, 20__

Printed Name

Signature

Sworn to, and subscribed before me, the undersigned Notary Public in and for said County and State, on this the ____ day of _____, 20__.

Notary Public

My Commission Expires:

APPENDIX B SCOPE OF WORK & RELATED INFORMATION

CITY OBJECTIVES

The City of Huntsville desires to solicit sealed bids for **Ripper/Scarifier Equipment**, as outlined in the attached Specifications and General Terms and Conditions.

AWARD & CONTRACT TERM

Awards shall be made to the lowest responsive and responsible bidder(s). The bid award shall be for a period of one (1) year from the date of contract award to allow purchase or order. Prices quoted shall remain effective for that period. The City shall not guarantee the Bidder any minimum amount of work during the term of this Bid.

The City of Huntsville reserves the right to make additional purchases for a period of twelve (12) months from date of contract award.

Any questions pertaining to the attached specifications should be directed in writing to LaRissa Mack, Procurement Services, larissa.mack@huntsvillal.gov.

NEW EQUIPMENT

All manufactured commodities shall be new, latest model unless otherwise stipulated. Bidder shall guarantee that commodities submitted for their bid shall be new, and of the latest and most improved model of the current production and shall be of first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Equipment shall not have been operated for any purpose other than routine operational testing. Demonstrators will not be accepted unless specifically requested.

F.O.B. City of Huntsville
Fleet Management
2739 Johnson Rd
Huntsville, AL 35805

OTHER REQUIREMENTS

- A Certificate of Insurance is required of the successful bidder for the term of this Contract as outlined in the attached General Terms and Conditions and Appendix A. A valid Certificate of Insurance must be maintained for the entire term of the contract.
- A current copy of your City of Huntsville business license will be required of the successful bidder.
- A Bid Bond is not required on this bid.
- The following shall be included in your submittal:
 - Completed and signed Appendix C – Bidder Information and Acknowledgments
 - Completed Appendix D - Detailed Requirement Checklist
 - Completed and signed Appendix F - Bidder Pricing Form
 - Signed Appendix H - Report of Ownership Form, Appendix H
 - E-Verify MOU (Memorandum of Understanding) – www.e-verify.gov
- One (1) original and one (1) copy of all completed forms listed above.

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Doing-Business-As Name of Proposer:

Principal Office Address:

Telephone Number:

Fax Number:

Form of Business Entity [check one ("X")]

Corporation _____

Partnership _____

Individual _____

Joint Venture _____

Other (describe): _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

Location of incorporation:

The corporation is held:

Publicly ___ Privately ___

Names and titles of corporate officers:

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____
The partnership is: General ___ Limited ___

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV Agreement recorded? Yes ___ No ___

Name, address of each Joint Venturer and percent of ownership of each:

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes _____ No _____
If "Yes," Department _____

Member of Household City Employee Yes _____ No _____
If "Yes," Name (s) _____

Anyone associated with your company a City Employee Yes _____ No _____
If "Yes," Name (s) _____

3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

“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.”

4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville’s General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

By signing this submittal, the Bidder represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Signature of Proposer

Legal Name of Firm

Print or Type Name of Proposer

Mailing Address

Date

City State Zip Code

Phone Fax

Email Address

Website Address

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

It is the intent of these specifications to describe a **Ripper/Scarifier**, which the City considers through its own experience, will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications is met. The Fleet Manager shall be the final judge in determining the acceptability of any exception taken to the specifications. The unit shall be in current production and printed literature covering the standard unit shall be submitted with the bid response.

Omission in these specifications of any item essential to the delivery of operational equipment does not alleviate the bidder from furnishing such.

Ripper/Scarifier

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of service the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

LINE REF #	DETAILED REQUIREMENTS	YES	NO
1	Must be compatible to be mounted to a John Deere 750L or equivalent without any mechanical or hydraulic modifications.		
2	Must have a 27" raised tooth ground clearance.		
3	Must have a 26" ground penetration.		
4	Must have dual 5" heavy duty cylinders, self-aligning bearings.		
5	Must have replaceable, hardened and ground bushings in all hinge points.		
6	Must have an optional toolbar hitch feature.		
7	Ripper must be a 5-pocket parallelogram.		
8	Must have no less than 8 bushings (replaceable).		
9	Ripper must be 84" overall width.		
10	Ripper must have a 64" length (raised).		
11	Ripper must have a 77" length (lowered).		
12	Ripper weight / 3 shanks must not exceed 4,245 lbs.		
13	Ripper must have 3 shanks (beveled cutting edge).		
14	Shanks must have 27" ground clearance, tooth tip to ground.		
15	Shanks must have 26" maximum penetration.		
16	Must have 76" ripping width.		

LINE REF #	DETAILED REQUIREMENTS	YES	NO
17	Must have a one (1) year hydraulics warranty.		
18	Must have a three (3) year structural components warranty.		
19	Bid price must include complete installation to include all mounting hardware, bolts, etc.		

APPENDIX E

N/A

APPENDIX F BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: _____

Make: _____

Model: _____

Delivery Schedule: _____

Total Price Each: \$ _____

This Price Bid Form is hereby submitted by the undersigned:

Printed legal name of Bidder

Printed name of individual/corporate officer/general partner/joint venturer AND Title

Signature

Date

**APPENDIX G
SPECIAL TERMS & CONDITIONS**

N/A

APPENDIX H

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): _____.
- City of Huntsville current taxpayer identification number (if available): _____.
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama’s Secretary of State at: www.sos.state.al.us/, under “Government Records”. If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity’s formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, **are not required unless:** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: _____ Title (if applicable): _____

Type or legibly write name: _____ Date: _____

APPENDIX I MAILING LABELS

The below mailing labels are provided to assist you in submitting your Bid and to insure proper identification of Bid documents. Please cut out the label you desire for either the City's mailing or physical address, fill in the blanks, and affix to your envelope.

MAILING ADDRESS: (Use for USPS only)

<p>FROM:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>RFP/IFB# _____</p> <p>FOR _____</p> <p>OPENING DATE _____</p> <p>2:00:00 PM local time</p> <p>GC LICENSE # _____</p> <p>(If applicable)</p>	<p>TO:</p> <p>THE CITY OF HUNTSVILLE PROCUREMENT SERVICES-5TH FLOOR P. O. BOX 308 HUNTSVILLE, AL 35804</p>
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PHYSICAL ADDRESS: (Use for FedEx, UPS, or other common carrier)

<p>FROM:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>RFP/IFB# _____</p> <p>FOR _____</p> <p>OPENING DATE _____</p> <p>2:00:00 PM local time</p> <p>GC LICENSE # _____</p> <p>(If applicable)</p>	<p>TO:</p> <p>THE CITY OF HUNTSVILLE PROCUREMENT SERVICES-5TH FLOOR 308 FOUNTAIN CIRCLE HUNTSVILLE, AL 35801</p>
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