



# HUNTSVILLE

Tommy Battle  
Mayor

**City of Huntsville, Alabama**  
Finance Department  
Procurement Services Division

## **Invitation For Bids Towing Services**

|                                        |                                                                                                                                                                  |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Invitation for Bid #:                  | 2-2027-15                                                                                                                                                        |
| Issue Date:                            | September 22, 2026                                                                                                                                               |
| 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:           | October 5, 2026 @ 2:00 PM CST<br>All questions must be submitted in writing to<br><a href="mailto:tomasa.buis@huntsvilleal.gov">tomasa.buis@huntsvilleal.gov</a> |
| IFB Closing Date:                      | October 8, 2026 @ 2:00:00 PM CST                                                                                                                                 |
| Bid Opening Location:                  | Council Chambers – 2 <sup>nd</sup> Floor<br>305 Fountain Circle, Huntsville, Alabama 35801                                                                       |
| Procurement Services Contact:          | Tomasa Buis<br><a href="mailto:tomasa.buis@huntsvilleal.gov">tomasa.buis@huntsvilleal.gov</a><br>(256) 427-5058                                                  |
| City Internet Site:                    | <a href="https://www.bidnetdirect.com/alabama/cityofhuntsville">https://www.bidnetdirect.com/alabama/cityofhuntsville</a>                                        |
| IFB E-Documents:                       | N/A                                                                                                                                                              |
| Bid Copies to be Submitted             | 1 Original                                                                                                                                                       |
| City File Reference:                   | Towing Services 2027                                                                                                                                             |

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# **ADVERTISEMENT FOR BIDS – NOTICE TO BIDDERS**

## **BID # 2-2027-15**

### **DESCRIPTION**

The City is soliciting sealed fixed-price bids from qualified vendors for the provision of **Towing Services** as specified in this Invitation for Bid. The scope of work may include, but is not limited to, the supply and delivery of goods, performance of services, or a combination thereof, as outlined in the Contract documents.

All proposed pricing shall be inclusive of all costs necessary to fulfill the Contract requirements, including labor, supervision, materials, equipment, tools of the trade, transportation, and any other associated expenses. Bidders are expected to provide a comprehensive and firm fixed-price proposal that reflects full compliance with the specifications and performance standards set forth by the City.

### **CONTRACT AWARD & TERM**

It is the intention of the City to award a periodic contract to the lowest responsive and responsible bidder(s) that submits the lowest fixed price, confirming to the terms, conditions, and specifications as detailed in this solicitation.

The contract shall have an initial term of one (1) year from the date of award. The City reserves the right to extend the contract for two (2) additional one (1) year terms for a maximum of three (3) years as permissible under State Law.

The City shall notify the awarded vendor(s) a minimum of thirty (30) days prior to expiration of the contract term of its intention to either extend the contract for an additional term or allow the contract to terminate upon the term expiration date.

The City shall not guarantee the vendor(s) a minimum quantity of commodities and/or services to be provided under the contract.

It is the intent of the City of Huntsville to award this contract in whole; therefore, it is imperative that each vendor submits a bid for each item. Failure to do so may preclude further consideration.

### **CONTRACT PRICING**

The contract pricing structure may be adjusted on an annual basis at the time of extension. Upon renewal, any price increase or decrease shall be in exact increments of any price increase or decrease imposed by the supplier. With any price increase, the contractor shall provide a copy of the supplier's price increase notification along with the request.

A fuel adjustment increase may be requested in the event the current price increases or decreases at minimum twenty-five (+/-25%) from the Base Fuel Price (BFP). The U.S. Department of Energy – Energy Information Administration (EIA) issues the Gasoline and Diesel Fuel Update weekly. The applicable EAI fuel price in effect on the contract commencement date shall constitute the BFP for purposes of determining whether a fuel-related price adjustment is warranted. The City reserves the right to modify the pricing should the price decrease more than 25% from the BFP.

### **BID SUBMITTAL/RECEIVING OF BIDS**

Bids shall be submitted to Procurement Services on or before the scheduled bid opening date as specified on the cover page. All bids must be in Procurement Services possession by 2:00:00PM CST on the scheduled bid opening date. Bid packets will be date and time stamped upon receipt by Procurement Services.

For the purposes of receiving bids, the clock located in the City Council Chambers located on the 2<sup>nd</sup> Floor of 305 Fountain Circle, Huntsville, Alabama 35801, regulated by the National Institute for Standards and Technology (NIST), shall be the official record of time.

**Bid Opening Day Submittals:** Bidders submitting bids on the scheduled bid opening date who arrive at City Hall – 305 Fountain Circle, Huntsville, Alabama 35801 at 1:45:00PM or after shall report directly to the Council Chambers and hand-deliver (submit) their bid proposal to Procurement Services.

All timely submitted bids will be publicly opened and read in the Council Chambers at 2:00:00PM CST.

## **OTHER REQUIREMENTS**

- Bid Packet Submittal Checklist:
  - Appendix A: Bidder Pricing Form
  - Appendix B: Detailed Requirement Checklist
  - Appendix C: Bidder Information and Acknowledgments
  - Appendix D: Report of Ownership Form
  - Appendix E: Additional Documentation, List of Wreckers & Equipment
  - Appendix F: FTA Special Terms and Conditions
  - E-Verify Memorandum of Understanding – [www.e-verify.gov](http://www.e-verify.gov)
  - Bid Bond, if required pursuant to cover page
  - Bid Identification/Mailing Label
- Certificate of Insurance (COI) – required of the successful bidder as a requirement of contract award as outlined in the General Terms and Conditions. A valid (current) COI shall be maintained and provided by the successful bidder for the duration contract.
- City of Huntsville Business License – successful bidders who maintain a physical location and/or physically conduct business in the city limits of Huntsville shall provide a copy and maintain an active business license for the duration of the contract.

## APPENDIX A 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. Per the Advertisement for Bids – Notice to Bidders, bids will be evaluated as a whole. 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:** \_\_\_\_\_

**I. Light Duty to include: Autos, Trucks and Vans up to 8500 GVWR (to also include trailers)  
(Approximately 400 tows)**

A. Flat Rate **per tow** within 10 miles 2739 of Johnson Road \$ \_\_\_\_\_ (a)  
**(no mileage charge)**

Multiply (a) by 30 \$ \_\_\_\_\_ (b)

B. Cost **per mile** that exceeds 10 miles from 2739 Johnson Road but does not exceed 80 miles \$ \_\_\_\_\_ (c)  
**(no return mileage)**

Multiply (c) by 30 \$ \_\_\_\_\_ (d)

C. Cost **per mile** that exceeds 80 miles from 2739 Johnson Road \$ \_\_\_\_\_ (e)  
**(empty, no load return mileage may be submitted at same rate as line E using 2739 Johnson Rd as return location)**

Multiply (e) by 30 \$ \_\_\_\_\_ (f)

**Total For Section I:** \$ \_\_\_\_\_ (b) + (d) + (f)

**APPENDIX A  
BIDDER PRICING FORM  
(Continued)**

**II. 8,501 - 26,000 lbs. GVWR (ex. Handi-Ride Bus, F-350, F450, F550, E-350 Van)  
(Approximately 30 tows)**

A. Flat Rate **per tow** within 10 miles 2739 of Johnson Road \$ \_\_\_\_\_ (a)  
**(no mileage charge)**

Multiply (a) by 30 \$ \_\_\_\_\_ (b)

B. Cost **per mile** that exceeds 10 miles from 2739 Johnson Road but does not exceed 80 miles  
**(no return mileage)** \$ \_\_\_\_\_ (c)

Multiply (c) by 30 \$ \_\_\_\_\_ (d)

C. Cost **per mile** that exceeds 80 miles from 2739 Johnson Road \$ \_\_\_\_\_ (e)  
**(empty, no load return mileage may be submitted at same rate as line E using 2739 Johnson Rd as  
return location)**

Multiply (e) by 30 \$ \_\_\_\_\_ (f)

**Total For Section II:** \$ \_\_\_\_\_ (b) + (d) + (f)

**III. 26,001 – 33,000 lbs. GVWR (ex. Shuttle Bus, F-750, Single-Axle Knuckle Boom and Dump Trucks)  
(Approximately 30 tows)**

A. Flat Rate **per tow** within 10 miles 2739 of Johnson Road \$ \_\_\_\_\_ (a)  
**(no mileage charge)**

Multiply (a) by 30 \$ \_\_\_\_\_ (b)

B. Cost **per mile** that exceeds 10 miles from 2739 Johnson Road but does not exceed 80 miles  
**(no return mileage)** \$ \_\_\_\_\_ (c)

Multiply (c) by 30 \$ \_\_\_\_\_ (d)

C. Cost **per mile** that exceeds 80 miles from 2739 Johnson Road \$ \_\_\_\_\_ (e)  
**(empty, no load return mileage may be submitted at same rate as line E using 2739 Johnson Rd as  
return location)**

Multiply (e) by 30 \$ \_\_\_\_\_ (f)

**Total For Section III:** \$ \_\_\_\_\_ (b) + (d) + (f)

**APPENDIX A**  
**BIDDER PRICING FORM**  
**(Continued)**

**IV. Over 33,000 lbs. GVWR (ex. Pumper Fire Trucks, Dual-Axle Knuckle Booms and Dump Trucks, Rear Loaders, Automated Refuge Trucks, Tri-Axle Dump Trucks, Ladder Fire Trucks) (Approximately 30 tows)**

A. Flat Rate **per tow** within 10 miles 2739 of Johnson Road \$\_\_\_\_\_ (a)  
**(no mileage charge)**

Multiply (a) by 30 \$\_\_\_\_\_ (b)

B. Cost **per mile** that exceeds 10 miles from 2739 Johnson Road but does not exceed 80 miles \$\_\_\_\_\_ (c)  
**(no return mileage)**

Multiply (c) by 30 \$\_\_\_\_\_ (d)

C. Cost **per mile** that exceeds 80 miles from 2739 Johnson Road \$\_\_\_\_\_ (e)  
**(empty, no load return mileage may be submitted at same rate as line E using 2739 Johnson Rd as return location)**

Multiply (e) by 30 \$\_\_\_\_\_ (f)

**Total For Section IV:** \$\_\_\_\_\_ (b) + (d) + (f)

**V. Outdoor Power Equipment NOT licensed for roadway use (ex. Skid Steer, Unattached Tractor Implements, EZ-Go Carts, Gators, 3-Wheel Scooters) (Approximately 30 tows)**

A. Flat Rate **per tow** within 10 miles 2739 of Johnson Road \$\_\_\_\_\_ (a)  
**(no mileage charge)**

Multiply (a) by 30 \$\_\_\_\_\_ (b)

B. Cost **per mile** that exceeds 10 miles from 2739 Johnson Road but does not exceed 80 miles \$\_\_\_\_\_ (c)  
**(no return mileage)**

Multiply (c) by 30 \$\_\_\_\_\_ (d)

C. Cost **per mile** that exceeds 80 miles from 2739 Johnson Road \$\_\_\_\_\_ (e)  
**(empty, no load return mileage may be submitted at same rate as line E using 2739 Johnson Rd as return location)**

Multiply (e) by 30 \$\_\_\_\_\_ (f)

**Total For Section V:** \$\_\_\_\_\_ (b) + (d) + (f)

**APPENDIX A**  
**BIDDER PRICING FORM**  
**(Continued)**

**VI. Tractors and Backhoes – All Tractors with Attached Implements are considered a single tow and shall not be double charged. (Approximately 30 tows)**

A. Flat Rate **per tow** within 10 miles 2739 of Johnson Road \$ \_\_\_\_\_ (a)  
**(no mileage charge)**

Multiply (a) by 30 \$ \_\_\_\_\_ (b)

B. Cost **per mile** that exceeds 10 miles from 2739 Johnson Road but does not exceed 80 miles \$ \_\_\_\_\_ (c)  
**(no return mileage)**

Multiply (c) by 30 \$ \_\_\_\_\_ (d)

C. Cost **per mile** that exceeds 80 miles from 2739 Johnson Road \$ \_\_\_\_\_ (e)  
**(empty, no load return mileage may be submitted at same rate as line E using 2739 Johnson Rd as return location)**

Multiply (e) by 30 \$ \_\_\_\_\_ (f)

**Total For Section VI:** \$ \_\_\_\_\_ (b) + (d) + (f)

**VII. Misc. Clean Up**

A. Hourly Rate \$ \_\_\_\_\_ (a)

B. Oil Dry Cost Per 20 Pound Bag \$ \_\_\_\_\_ (b)

**Total For Section VII.** \$ \_\_\_\_\_ (a) + (b)

This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

\_\_\_\_\_  
Printed legal name of Bidder

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX B DETAILED REQUIREMENTS CHECKLIST

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.

### I. GENERAL:

- A. Hours of support shall be as follows:
1. 24 hours/day, 7 days/week
  2. Including all holidays observed by the City of Huntsville

**VENDOR COMPLIANCE:**      YES \_\_\_\_\_ NO \_\_\_\_\_

- B. For towing and services, within the corporate limits of the City, the Contractor hereby agrees to respond immediately, but in **NO EVENT LATER THAN ONE (1) HOUR** after initial contact anytime day or night.

**PROVIDE AFTER HOURS CONTACT NAME & TELEPHONE NUMBER:**

\_\_\_\_\_

**VENDOR COMPLIANCE:**      YES \_\_\_\_\_ NO \_\_\_\_\_

- C. It shall be the Contractor's responsibility to ensure the persons taking/relaying telephone or radio directions possess the ability to determine street locations and routes to service locations without relying on the City for instruction or explanation, except in the most unusual circumstances.

**VENDOR COMPLIANCE:**      YES \_\_\_\_\_ NO \_\_\_\_\_

- D. Must have a business located within a 25-mile radius of the City of Huntsville's Fleet Services (2739 Johnson Road, Huntsville, AL 35805) for the entire length of this contract.

**VENDOR COMPLIANCE:**      YES \_\_\_\_\_ NO \_\_\_\_\_

- E. The City has over 2000 pieces of equipment. To meet the towing needs of the City, the Contractor is required to have at least (1) 25-ton minimum tandem axle wrecker with wheel lift and bus bars, (1) 48- foot landoll, at least (3) 21-foot rollbacks with a minimum of a 26K GVWR capacity, at least (1) 19- foot rollback that is able to access a parking garage with a 7-foot maximum height clearance, at least (1) off-road track vehicle with a winch that is able to recover equipment off road, and at least (1) 44K pound minimum heavy duty tow dolly compatible with semi-truck wheel hubs and axles.

**VENDOR COMPLIANCE:**      YES \_\_\_\_\_ NO \_\_\_\_\_

**APPENDIX B**  
**DETAILED REQUIREMENTS CHECKLIST**  
**(Continued)**

**II. WRECKER & STORAGE SERVICES:**

- A. When the City of Huntsville is in operation, vehicles shall be delivered within (1) one hour of the regular scheduled work hours of Fleet Services or as requested. If vehicle is delivered to the Fleet lot, keys and delivery ticket shall be delivered to a Fleet Services Service Advisor. All windows and doors are to be rolled up/shut. It is understood and agreed that any vehicle towed by the Contractor shall be towed to the Fleet Services location designated by City of Huntsville personnel unless otherwise specifically directed.

**VENDOR COMPLIANCE:**      **YES** \_\_\_\_\_      **NO** \_\_\_\_\_

- B. During hours when the City of Huntsville is not in operation, the Contractor shall be required to deliver the vehicle to the Fleet Services facility located at 2739 Johnson Road, Huntsville, AL 35805 and ensure vehicle is secured inside the facility to include all windows and doors are rolled up/shut. Keys and delivery ticket shall be placed in the drop box located at the Fleet Services facility.

**VENDOR COMPLIANCE:**      **YES** \_\_\_\_\_      **NO** \_\_\_\_\_

- C. While a vehicle is being stored by the Contractor, absolutely no person(s) shall be permitted access to said vehicle to view or photograph without the express written permission of the City of Huntsville or Fleet Services.

**VENDOR COMPLIANCE:**      **YES** \_\_\_\_\_      **NO** \_\_\_\_\_

- D. The City of Huntsville has the right to authorize the use of another tow/wrecker service when it is in the best interest of the City or in conjunction with another existing contract. At the discretion of Fleet Services Management, another City vendor may be authorized to use another tow/wrecker service to continue or complete necessary repairs by their company provided Fleet Services determines there is a cost savings to the City of Huntsville. Examples of applicable circumstances may include, but are not limited to the following:

1. When a vehicle or equipment is in another City vendor's possession and breaks down or is being transported to another repair location for additional repairs or is being returned to the City.
2. When a vehicle or equipment is under warranty and the dealer is required to handle towing and associated costs.
3. When a vehicle/equipment repair or service has been bid out and the other City vendor is responsible for all damages due to transporting equipment.
4. When a vehicle or equipment is sold through an auction service and the winning bidder picks up for transport.
5. When vehicles or equipment are being repaired or auctioned under contract and the other City vendor elects to utilize a towing company to pick up or return the vehicle/equipment.

**VENDOR COMPLIANCE:**      **YES** \_\_\_\_\_      **NO** \_\_\_\_\_

**APPENDIX B**  
**DETAILED REQUIREMENTS CHECKLIST**  
**(Continued)**

- E. The Contractor further agrees that should none of its wreckers be available, they will notify Fleet Services of such within fifteen (15) minutes from the initial contact for services and will then furnish wrecker service through a third party at the same contract fee rate to the City as provided herein. In the event a third-party wrecker service is furnished by the Contractor, all vehicles so towed may be stored, if necessary, in the Contractor's storage space and then moved to Fleet Services as soon as possible at no additional charge to the City.

**VENDOR COMPLIANCE:**      **YES** \_\_\_\_\_      **NO** \_\_\_\_\_

- F. In the event the Contractor fails to provide a wrecker within one (1) hour of initial contact, the City shall obtain substitute wrecker services. If storage is required, the substitute wrecker service will tow the vehicle to the storage space. The Contractor shall be responsible for payment of any and all costs associated with the acquisition of substitute wrecker services.

**VENDOR COMPLIANCE:**      **YES** \_\_\_\_\_      **NO** \_\_\_\_\_

- G. The Contractor must furnish a list and pictures of their towing vehicles and related equipment in Appendix E for each Section A - F. The Contractor agrees that all wreckers and equipment required by the City and to be provided by the Contractor shall be available and on-site at the Contractor's facility for inspection by the City by the anticipated date of contract award. Failure to have such wreckers and equipment available on-site at that time may be reason for rejection of the bid. If the Contractor plans on using any equipment not currently owned or under lease for the term of the contract, such will be clearly indicated in Appendix E and shall include proof of the Contractor's ability to obtain the wreckers or equipment by the anticipated award date. For the purposes of this requirement, the City will provide a seven (7) day notice of the anticipated award date.

**VENDOR COMPLIANCE:**      **YES** \_\_\_\_\_      **NO** \_\_\_\_\_

- H. The Contractor agrees that the City of Huntsville may visit the Contractor's business prior to award to verify and inspect all wreckers and equipment to assure proper ability to transport the wide range of vehicles and equipment operated by the City of Huntsville and to repeat this from time to time during the contract period.

**VENDOR COMPLIANCE:**      **YES** \_\_\_\_\_      **NO** \_\_\_\_\_

- I. All "roll-back" wreckers are preferred, if conventional towing methods are used, then all rear drive vehicles shall be towed from the rear, and all front drive vehicles shall be towed with dollies. All vehicles in excess of 25,000 GVWR must be towed with a wheel-lift wrecker, and the drive shaft must be removed and placed inside the vehicle in an agreed location before towing. Fire trucks may be shifted into pump gear in lieu of removing the drive shaft by Fire Department or Fleet personnel and any water on the truck must be drained and all hoses in hose bed must be secured. The Contractor must be able to tow equipment without damaging driveline components.

**VENDOR COMPLIANCE:**      **YES** \_\_\_\_\_      **NO** \_\_\_\_\_

**APPENDIX B**  
**DETAILED REQUIREMENTS CHECKLIST**  
**(Continued)**

- J.** The Contractor agrees that on each occasion a vehicle is removed from the public street, as herein provided, they shall also remove all glass, metal debris, oil spills or other hazards which may have been cast upon the public street or property as a result of such damaged vehicle.

**VENDOR COMPLIANCE:**      **YES** \_\_\_\_\_      **NO** \_\_\_\_\_

- K.** Any access card provided to the Contractor by Fleet Services that allows access to Fleet Services lot shall not be shared with any third parties.

**VENDOR COMPLIANCE:**      **YES** \_\_\_\_\_      **NO** \_\_\_\_\_

- L.** The Contractor will be required to install temporary lighting, running air, spare tires, use booster cables, and/or remove drive shafts when needed to complete a tow at no additional charge to the City.

**VENDOR COMPLIANCE:**      **YES** \_\_\_\_\_      **NO** \_\_\_\_\_

- M.** All bids must be signed by officials of the corporation or company duly authorized to bind the company. Any bid submitted without being appropriately signed will automatically be rejected.

**VENDOR COMPLIANCE:**      **YES** \_\_\_\_\_      **NO** \_\_\_\_\_

- N.** For pricing and invoicing purposes, for invoices with additional mileage over the flat rate, the point of the pickup site and the City's Fleet Services final destination shall be verified using Google Maps using the shortest route.

**VENDOR COMPLIANCE:**      **YES** \_\_\_\_\_      **NO** \_\_\_\_\_

- O.** The Contractor agrees that on occasions when called for a lock out, jump start and/or when a spare tire is needed to be installed and no tow is required that it will be billed at the same rate as a tow using the proper classification listed in the pricing sheets. This provision will also apply if Contractor is dispatched by the City to perform a tow but after arriving on-site, no tow is required.

**VENDOR COMPLIANCE:**      **YES** \_\_\_\_\_      **NO** \_\_\_\_\_

**APPENDIX B**  
**DETAILED REQUIREMENTS CHECKLIST**  
**(Continued)**

**III. INVOICING REQUIREMENTS:**

- A. The Contractor shall bill the City weekly for such services performed during the week immediately preceding. Invoices must be received within seven (7) working days from the date of service. Original invoices shall be forwarded to the following departments that are authorized to request services under this contract:

**Fleet Services**

2739 Johnson Road  
Huntsville, AL 35805  
ATTN: Matt Gardner

**Water Pollution Control**

1800 Vermont Road  
Huntsville, AL 35802  
ATTN: Kerri Bevilacqua

**Public Transportation**

500-B Church Street  
Huntsville, AL 35801  
ATTN: Emma Walker

**VENDOR COMPLIANCE:**      **YES** \_\_\_\_\_      **NO** \_\_\_\_\_

**B. Wrecker Invoices:**

Shall be itemized showing each equipment number towed, minor services, the date, time, location of pick-up, the date, time and final destination point, and the person requesting the services.

**VENDOR COMPLIANCE:**      **YES** \_\_\_\_\_      **NO** \_\_\_\_\_

## **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:

---

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##### 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.**

**I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.**

\_\_\_\_\_  
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 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<br>(check appropriate box)                             | Entity I. D. Number<br>& 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/](http://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: \_\_\_\_\_

**LIST OF WRCKERS & EQUIPMENT**  
**SECTION A (Must include pictures with bid for all items listed below)**

Invitation for Bid # 2-2027-15

[illegible]

[illegible]

[illegible]

**SECTION E (Must include pictures with bid for all items listed below)**

**Outdoor Power Equipment NOT licensed for roadway use (ex. Skid Steer, Unattached Tractor Implements, EZ-Go Carts, Gators, 3-Wheel Scooters)  
Also include picture of Off Rd. Track vehicle with a winch.**

[illegible]

[illegible]

## APPENDIX F

### SPECIAL TERMS & CONDITIONS

This contract is partially funded with 49 U.S.C., Chapter 53, Title 23, Section 5307, CFDA 20.507, and/or Section 5339, CFDA 20.526 Federal Transit Grant Funds. The attached Federal Compliance items must be certified. All proposals that do not have the certifications attached will be disqualified.

**Of Note, the awarded Contractor is certifying compliance to all *relevant* clauses herein and that all sub-contractors under this contract shall certify all *relevant* clauses herein, if applicable.**

- 1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES** - The Federal Government shall not be subject to any obligations or liabilities to any third-party contractor or other participant at any tier of the Project.
- 2. PROGRAM FRAUD AND FALSE STATEMENTS OR CLAIMS** – The Contractor, subrecipients, subcontractors, agree to the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT Regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, and 49 U.S.C. §5323(1), 18 U.S.C. §1001 may apply to a subcontractor at any tier.
- 3. ACCESS TO RECORDS AND REPORTS** –
  - 1) The Contractor will retain and will require its sub-contractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
  - 2) The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. §200.333. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).
  - 3) The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
  - 4) The Contractor agrees to permit FTA and its contractors' access to the sites performance under this contract as reasonably may be required.
- 4. FEDERAL REQUIREMENT CHANGES** – The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City of Huntsville, AL Huntsville Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The Contractor shall require subcontractors, at all tiers, to comply with all the applicable federal changes as listed above.
- 5. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.
- 6. DISADVANTAGED BUSINESS ENTERPRISE (DBE)** – The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

**7. CIVIL RIGHTS** - The Contractor, subrecipient or subcontractor must comply with the following Federal

Laws:

- 1) Nondiscrimination - In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age, and all other applicable regulations as required by FTA.
- 2) Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.
- 3) Age - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age, and any other requirements that FTA may issue.
- 4) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 5) Federal Law & Public Policy Requirements – The contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

**8. ENERGY CONSERVATION** – The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Complying with and facilitating compliance with: (1) Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and (2) U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

**9. TRAFFICKING in PERSONS** – The contractor agrees that it and its employees, may not:

- 1) Engage in severe forms of trafficking in persons during the period of time that the agreement is in effect;
- 2) Procure a commercial sex act during the period of time that the agreement is in effect, or
- 3) Use forced labor in the performance of the contract or sub-contracts.

**10. FEDERAL TAX LIABILITY and RECENT FELONY CONVICTIONS** – The contractor agrees to comply with Consolidated Appropriations Act, 2019, Pub. L. 116-6, div. D, title VII, §§ 744–745), U.S. DOT Order 4200.6. The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- 2) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
- 3) The undersigned shall require that the language of this certification be included in the award documents for

- 4) all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

I. \_\_\_\_\_ Signature of Contractor's Authorized Official  
II. \_\_\_\_\_ Name and Title of Contractor's Authorized Official  
III. \_\_\_\_\_ Date

**11. SAFE OPERATIONS of MOTOR VEHICLES** – The contractor is encouraged to have safe operations of motor vehicle policies:

- 1) Seat Belt Use – Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and
- 2) Distracted Driving, Including Text Messaging While Driving – The contractor agrees to:
  - I. Safety. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Agreement, or when performing any work for or on behalf of the Agreement; and
  - II. Contractor Size. Conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
  - III. Extension of Provision. Include this Special Provision in each third party subagreement at each tier supporting this agreement.

**12. ADA ACCESS** –The contractor agrees to comply with mandatory requirements relating to Federal protections for individuals with disabilities under the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Section 12101 *et seq.*, prohibiting discrimination against qualified individuals with disabilities in all programs, activities, and services. It also imposes specific requirements on public and private public and private entities. The contractor must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA employment, public services, public accommodations, telecommunications, and other provisions.

**13. SAFETY SENSITIVE INFORMATION** – The contractor must protect, and take measures to ensure that its sub-contractor(s) at each tier protect, “sensitive security information” made available during the administration of a contract or sub-contract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, “Protection of Sensitive Security Information,” 49 C.F.R. Part 15, and with 49 U.S.C. Section 114(r), and implementing Department of Homeland Security regulations, 49 C.F.R. Part 1520.

**14. TERMINATION PROVISIONS** – (*Applicable to contracts exceeding \$10,000*). The termination clauses extend to Contractors, sub-contractors, and sub-recipients at every level.

- 1) Termination for Convenience (General Provision) - The City of Huntsville may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government’s best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Huntsville to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Huntsville, the Contractor will account for the same, and dispose of it in the manner the City of Huntsville directs.
- 2) Termination for Default [Breach or Cause] (General Provision) - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Huntsville may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Huntsville that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Huntsville, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- 3) Opportunity to Cure (General Provision) - The City of Huntsville in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to City of Huntsville's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from City of Huntsville setting forth the nature of said breach or default, the City of Huntsville shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Huntsville from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- 4) Waiver of Remedies for any Breach - In the event that the City of Huntsville elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by The City of Huntsville shall not limit City of Huntsville's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- 5) Termination for Default (Supplies and Service) - If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Huntsville may terminate this contract for default. The City of Huntsville shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Huntsville.

**15. DEBARMENT AND SUSPENSION** (*Applicable to Procurements Exceeding \$25,000*) - The contractor agrees to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT Regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, and "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. When applicable, contractors, at any tier, will review the "Excluded Parties Listing System" at [www.sam.gov](http://www.sam.gov), and will include a similar term or condition in each of its covered transactions. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- 1) Debarred from participation in any federally assisted Award;
- 2) Suspended from participation in any federally assisted Award;
- 3) Proposed for debarment from participation in any federally assisted Award;
- 4) Declared ineligible to participate in any federally assisted Award;
- 5) Voluntarily excluded from participation in any federally assisted Award; or
- 6) Disqualified from participation in any federally assisted Award

**16. \*ADDITIONAL NOTICE TO U.S. DOT INSPECTOR GENERAL** - The Contractor agrees to promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Contractor is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on this project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility also applies to subcontractors at any tier.

**17. CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT** - The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 - 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 - 1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts in excess of \$150,000:

- 1) Clean Air Act
  - I. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  - II. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the

- III. Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  - IV. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.
- 2) Federal Water Pollution Control Act
- I. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  - II. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  - III. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

**18. \*PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

- 1) The Contractor and Sub-Contractors are prohibited from obligating or expending Federal Transit Administration funds under this contract funds to:
- 2) Procure or obtain;
- 3) Extend or renew a contract to procure or obtain; or
- 4) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 5) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- 6) Telecommunications or video surveillance services provided by such entities or using such equipment. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 7) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

**19. \*CARGO PREFERENCE REQUIREMENTS**

- 1) The contractor agrees:
  - I. To use privately owned United States-Flag commercial vessels to ship at least 50% of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-Flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.
  - II. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor

bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and

- III. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**20. \*FLY AMERICA – Definitions.** As used in this clause –

- 1) “International air transportation” means transportation by air between a place in the United States or between two places both of which are outside the United States. 2) “United States” means the 50 states, the District of Columbia, and outlying areas. 3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- I. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier is available to provide such services.
- II. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of Personnel (and their personal effects) or property.
- III. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

**1. Statement of Unavailability of U.S. Flag Air Carriers**

- a. *International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:*

- IV. Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

**21. BUY AMERICA FOR STEEL, IRON, AND MANUFACTURED PRODUCTS** (*Applicable to Non-Rolling Stock Procurements Exceeding \$150,000*) - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, and any later amendments, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. §661.11.

In accordance with 49 C.F.R. §661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

**Certificate of Compliance with Buy America Requirements** - The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 C.F.R. Pa

I. Date

II. Signature

III. Company Name

IV. Printed Name

V. Title

**Certificate of Non-Compliance with Buy America Requirements** - The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable 49 C.F.R. 661.7.

- I. Date \_\_\_\_\_
- II. Signature \_\_\_\_\_
- III. Company Name \_\_\_\_\_
- IV. Printed Name \_\_\_\_\_
- V. Title \_\_\_\_\_

**22. LOBBYING AND CERTIFICATION DISCLOSURE** (*Applicable to Procurements Equal to or Exceeding \$100,000*) - 31 U.S.C. 1352 (a), as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. **The undersigned certifies, to the best of his or her knowledge and belief, that:**

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- I. \_\_\_\_\_  
Signature of Contractor's Authorized Official
- II. \_\_\_\_\_  
Name and Title of Contractor's Authorized Official
- III. \_\_\_\_\_  
Date

**23. \*PROMPT PAYMENT**

- 1) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
- 2) The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform, that work through its own forces or those of an affiliate without prior written consent of the Agency.

**24. \*SOLID WASTES (RECOVERED MATERIALS)**

- 1) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 2) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

**25. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – NON-CONSTRUCTION**

*(Applicable to non-Construction Activities)* - The contractor or subcontractor agrees to comply with Sections 102 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 3702, and Department of Labor (DOL) regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5. Section 4104(c) of the Federal Acquisition Streamlining Act of 1994, 40 U.S.C. Section 3701(b)(3)(A)(iii), increased the wage and hour thresholds of \$2,000 for construction work and \$2,500 for non-construction work set forth in the Common Grant Rules to \$150,000. A federally assisted contract must exceed \$150,000 before these wage and hour requirements apply to that contract.

**26. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS – the Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. §5333(b):**

- 1) U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- 2) Special Warranty. When the contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. §5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
- 3) Special Arrangements. The conditions of 49 U.S.C. §5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. §5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. §5333(b) for all transfers of funding authorized under title 23, the United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

**27. SUBSTANCE ABUSE TESTING** *(Applicable to Contracts with Safety Sensitive Work Performed, Maintenance on Revenue Vehicles)* -- Drug and Alcohol Testing Policy-U.S. Department of Transportation (DOT), 49 C.F.R., part 40; Federal Transit Administration (FTA), 49 C.F.R., part 655; and the Federal Motor Carrier Safety Administration (FMCSA), 49 C.F.R., part 382.

- 1) The Contractor agrees to establish and implement a drug and alcohol testing program that complies with

- 2) 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Alabama, or The City of Huntsville, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees to submit the Management Information System (MIS) reports before January 31st of the following calendar year to the City of Huntsville's Employee Clinic & Resource Coordinator, 2227 Drake Avenue SW, Suite 26, Huntsville, AL 35805.
- 3) The Contractor agrees to comply and assures compliance of its Sub-Contractor(s) or other participants, with all Drug and Alcohol Testing Policies as required under the above referenced DOT, FTA, and FMCSA mandates. These requirements are outlined in the Scope of Work, section XI. Contractor's Personnel.

**28. \*SEVERABILITY** – The contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that confirm to federal laws, regulations, requirements, and guidance will continue in effect.

**29. STATE and LOCAL LAW DISCLAIMER** - The use of many of the suggested clauses may not be governed by Federal Law but may be significantly affected by State law. Contractors should consult with their attorneys before using language in the sub-contractors procurement documents.

**30. PUBLIC TRANSIT PROTEST PROCEDURES** – Authority to Resolve Protested Solicitations and Awards, including the process of submitting a protest, is available upon request to the City of Huntsville, Huntsville Transit, Accountant III, 500 B Church Street, Huntsville, AL, 35801, 256-427-6811.

#### **CERTIFICATION:**

**The Contractor, \_\_\_\_\_, certifies that all the above referenced federal requirements will be complied with as stated herein, as applicable. FAILURE TO CERTIFY IS TO DISQUALIFY THE ACCOMPANYING BID PROPOSAL.**

\_\_\_\_\_  
Legal Name of Firm

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Print or Type Name of Bidder

\_\_\_\_\_  
Date

## **ATTACHMENT A – GUIDING DOCUMENTS**

### **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 6th floor of Huntsville City Hall, 305 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 <https://www.bidnetdirect.com/alabama/cityofhuntsville>.

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 or electronic funds transfer 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 CONTRACT MODIFICATION**

This agreement may not be changed or modified, in whole or in part, except by a written instrument signed by all parties. Any deviation from the solicitation specifications and requirements and the contract terms and conditions may result in the bidder being deemed non-responsive.

#### **2.16 INSURANCE REQUIREMENTS**

The bid documents will state any applicable insurance requirements. (See Attachment B)

#### **2.17 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.

#### **2.18 ORDER OF PRECEDENCE**

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

#### **2.19 ALABAMA IMMIGRATION LAW**

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

#### **2.20 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.

#### **2.21 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.

## **2.22 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).

## **2.23 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).

#### **2.24 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.

#### **2.25 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 305 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)  
305 Fountain Circle (35801)  
Huntsville, Alabama

If the bidder is submitting a bid proposal on the scheduled bid opening date and the arrival time is 1:45:00PM CST or after, bidder shall report directly to the Council Chambers on the 2<sup>nd</sup> Floor to hand-deliver (submit) their bid proposal to Procurement Services.

For Bidder's convenience, a mailing label is provided in Attachment C.

### **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 second floor of Huntsville City Hall, 305 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 ensure 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-responsible 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 \$100,000.

### **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.

## **ATTACHMENT B 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:

**ATTACHMENT B - CONTINUED**  
**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 food products, Janitorial service, and Trades or other service contracts over \$100,000:  
Excess Liability Insurance of \$ 1,000,000 per occurrence and aggregate is required.  
  
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.

**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.

**ATTACHMENT B - CONTINUED  
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:

# AIA® Document A310™ – 1970

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we  
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and  
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of \_\_\_\_\_ as Surety, hereinafter  
called the Surety, are held and firmly bound unto  
(Here insert full name and address or legal title of Owner)

as Oblige, hereinafter called the Oblige, in the sum of (\$ \_\_\_\_\_), for the payment of  
which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the  
Principal shall enter into a Contract with the Oblige in accordance with the terms of  
such bid, and give such bond or bonds as may be specified in the bidding or Contract  
Documents with good and sufficient surety for the faithful performance of such Contract  
and for the prompt payment of labor and material furnished in the prosecution thereof, or  
in the event of the failure of the Principal to enter such Contract and give such bond or  
bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty  
hereof between the amount specified in said bid and such larger amount for which the  
Oblige may in good faith contract with another party to perform the Work covered by  
said bid, then this obligation shall be null and void, otherwise to remain in full force and  
effect.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Signed and sealed this       day of       ,

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Seal)

## ATTACHMENT C BID IDENTIFICATION & MAILING LABELS

The below mailing labels are provided to assist you in submitting your Bid and to ensure 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 it to your envelope.

**Note:** If hand-delivering (submitting) a bid packet on the scheduled bid opening date as specified on the cover pager and your arrival time to City Hall – 305 Fountain Circle, Huntsville, Alabama 35801 is **1:45:00PM CST or after**, go directly to the Council Chambers located on the 2<sup>nd</sup> floor to submit your bid proposal to Procurement Services.

### MAILING ADDRESS: (Use for USPS only)

|                                                                                                                                                                             |                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>FROM:</p><br><br><br><br><br><p>RFP/IFB# _____</p> <p>FOR _____</p> <p>OPENING DATE _____<br/>2:00:00 PM local time</p><br><p>GC LICENSE # _____<br/>(If applicable)</p> | <p>TO:</p><br><br><p><b>THE CITY OF HUNTSVILLE<br/>HUNTSVILLE CITY HALL<br/>PROCUREMENT SERVICES-3RD FLOOR<br/>P. O. BOX 308<br/>HUNTSVILLE, AL 35804</b></p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|

### PHYSICAL ADDRESS: (Use for FedEx, UPS, or other common carrier)

|                                                                                                                                                                             |                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>FROM:</p><br><br><br><br><br><p>RFP/IFB# _____</p> <p>FOR _____</p> <p>OPENING DATE _____<br/>2:00:00 PM local time</p><br><p>GC LICENSE # _____<br/>(If applicable)</p> | <p>TO:</p><br><br><p><b>THE CITY OF HUNTSVILLE<br/>HUNTSVILLE CITY HALL<br/>PROCUREMENT SERVICES-3RD FLOOR<br/>305 FOUNTAIN CIRCLE<br/>HUNTSVILLE, AL 35801</b></p> |
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