

GENERAL INSTRUCTIONS TO BIDDERS

Please read carefully as changes have been made.

Revised 04/02/08

Please Read, Sign and Return the Acknowledgement with Bid

1. Section 11-43-12 of the Code of Alabama, 1975, prohibits elected officials, officers or employees of a municipality from being directly or indirectly involved in business with the municipality. This law has been interpreted by the Attorney General's Office of the State of Alabama to include employees and their spouses. If you are a city employee or a spouse of a city employee, you may not be eligible to bid. If you or your spouse as city employees are stockholders in a family held business that is attempting to bid on a city contract, you may not be eligible to bid. Exceptions do exist so contact the City of Dothan Purchasing Agent at (334) 615-3410 should you have questions and need clarification.
2. Any Contractor desiring to bid on any work for the City of Dothan as set forth in, and in the amount established by "The State of Alabama Licensing Board For General Contractors", (to include future amendments), shall be licensed by the State of Alabama.
3. Each bid must be submitted in a separate sealed envelope addressed to the Purchasing Agent, City of Dothan, P. O. Box 2128, Dothan, Alabama 36302. FAX bids cannot be accepted. All bidders must use our bid form and show on the envelope the bid number, item, department and opening date. Any bid received after the bid opening date and time will not be opened or considered. If your bid is a "NO BID", please indicate it on the outside of your mailing envelope.
4. All bid openings and any scheduled pre-bid conferences are open to the public and will be held in the General Services Department conference room located at 288 Complex Drive, Suite 2, Dothan, Alabama. A pre-bid conference may be requested to review and answer any pertinent questions concerning the bid and the specifications.
5. The City of Dothan provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or handicap in consideration for an award.
6. The attached specifications are being provided to potential bidders as guidelines, which describe the type and quality of equipment, supply, and/or service The City of Dothan is seeking to purchase. 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.

7. 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 on the specified brand, make, manufacturer or specification names. It is set forth to convey the general style, type, character, and quality of the article desired by the City of Dothan. Whenever the words “or approved equal” appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, and which is suited to the same use as that named and which is approved by the Purchasing Department. Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the City of Dothan deems necessary. Should a vendor feel he has an “equal or better” alternate product/good, the vendor may bid that alternate. However, the vendor should be aware that the City may or may/not accept the alternate.
8. It will be assumed that all bids are based upon the specifications unless the bidder stipulated to the contrary on the proposal form; in which case, the bidder shall point out in detail any and all deviations from the specifications. Bidders having items, which do not meet the specifications, may offer the same on an optional basis.
9. If it becomes necessary to revise any part of this, a written addendum will be provided to all bidders. The City of Dothan is not bound by any oral representations, clarifications, or changes made in the written specifications by the City’s employees, unless such clarification of change is provided to bidders in written addendum form from the Purchasing Agent.
10. When new equipment is stipulated, the bidder shall guarantee that the units 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 modification 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.
11. 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 proposals must be signed by officials of the corporation or company duly authorized to sign bids. Any bid submitted without being signed will automatically be rejected.
12. All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
13. Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales and manufacturer’s taxes. The City will assume no transportation or handling charges other than specified in this bid. The City of Dothan is tax exempt by law – Code of Alabama – Title 40, Section 24, Sub. Section 4, Paragraph 11.

14. Prices quoted to the City of Dothan shall remain firm for a minimum of 60 days from the date of opening of the bid, unless so stated differently in the bid.
15. Bids may be amended or withdrawn by the party(s) submitted such bid or his authorized representative, up until the scheduled opening time; no bid may be amended thereafter regardless of the circumstances.
16. The delivery schedule must be entered in the appropriate space in order for the bid to be considered. If all items cannot be delivered on the same schedule, please note variances.
17. A 24-hour notice is to be given when material is delivered to the Water and Electric Department. Receiving hours for material delivered to the Water and Electric Department are to be between the hours of 7:00 a.m. and 2:00 p.m. Major material delivered to the City's Water and Electric Department shall be single stacked on an open trailer. Shipments not in compliance will be refused. The Supervisor of Stores and Warehouse must approve exceptions to this requirement prior to shipment: Telephone (334) 615-3301 for the Electric Division and (334) 615-3333 for the Water Division.
18. The City of Dothan is to 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 to Bid.
19. The bidder shall assume full responsibility for warranty of all components of the equipment. The manufacturer's standard warranty shall be enclosed.
20. *If the total value of all items in your bid exceeds \$10,000, a bid bond is required with the bid proposal. This does not include estimated quantities.* The bond shall be in the amount of 5% of the bid price. Only a bid bond issued by a company licensed by the State of Alabama to issue bid bonds or a certified check in lieu of a bid bond is acceptable. The bond shall be in effect until a contract has been executed. If the bid bond is not furnished with the bid proposal, the bid will not be evaluated due to failure to meet specifications.
21. Vendors may elect to post an annual bid bond issued by a company licensed by the State of Alabama. This annual bond shall be renewed on October 1st each year. The vendor shall make the bond equal to or greater than 5% of the highest estimated bid to be submitted during the year.

Should a vendor submit a bid during the year for which the annual bid bond is less than 5% of the bid price, the vendor shall be required to submit a separate bond for that bid.

22. Bid bonds are required of bids for a specified period of time such as for electrical lamps, electric meters, and times of this nature where the cumulative purchase will exceed \$10,000.
23. Bonds and/or certified checks will be kept by the City of Dothan until the contract has been executed to the satisfaction of the City. Should the vendor decide not to honor the contract, and the City of Dothan either rebids or takes the second low bid, the difference shall be deducted from bid bond – not to exceed the total bid bond amount.
24. Performances and Surety Bonds – Public Works Construction or Repairs
 - (a) Bid Bond for repair to or construction of public works having a value in excess of \$50,000 must be replaced by a performance bond in the amount of 100% of the bid price and a surety bond in the amount of 100% of the contract price upon award of the contract (purchase order). These bonds will remain in effect until completion of the contract.
 - (b) Final payment on contracts for repairs to or construction of public works cannot be made until the contractor places an advertisement in a newspaper of local circulation once a week for four (4) consecutive weeks and until a thirty (30) day waiting period elapses after the final advertisement, except for contracts of less than \$50,000 which must be advertised one time and the contractor must submit a sworn statement that all bills have been paid.
25. The City of Dothan reserves the right to request a demonstration of any and all items bid before making the award.
26. Termination of Contract: The City of Dothan may terminate the contract, in whole or in part, without showing cause upon giving at least a thirty (30) days written notice to the contractor. The City and the contractor may agree upon reasonable termination costs to be paid to the contractor which amount shall include payment for goods or services delivered and accepted up to the date of termination.
27. 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 accept or reject any proposals within a bid when they are deemed to be in the best interest of the City.

28. The City of Dothan gives a 3% preference to local vendors in the award of bids. This local preference shall be given to vendors who have a City of Dothan business license and a place of business located within the City of Dothan. The address given on the bid submission sheet will be the address used to determine whether or not the 3% local preference shall apply.
29. The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold the City of Dothan harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.
30. All items bid will be inspected by a representative of the City of Dothan upon delivery to ascertain compliance with specifications. Items not in compliance with the specifications will be rejected until proper remedial measures are taken to assure compliance.
31. Bidders may be disqualified and rejection of proposals may be recommended to for any of (but not limited to) the following causes:
 - a. Failure to use the bid forms furnished by the City of Dothan.
 - b. Lack of signature by an authorized representative on the bid form.
 - c. Failure to properly complete the bid form and vendor compliance.
 - d. Evidence of collusion among bidders.
 - e. Submittal of noncertified personal or company checks as a Bid Bond.
 - f. Unauthorized alteration of the bid form.
32. The City of Dothan assumes no legal liability to purchase items or services under any annual/semi-annual contract until funds are appropriated for that particular fiscal year.
33. Any actual or prospective bidder, offerer, or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) days after such aggrieved person knows or should have known of the facts given rise thereto. If the protest is not resolved by mutual agreements, the Purchasing Agent will promptly issue a decision in writing to the Protestant and any other party intervening. If the Protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the governing body, through the Purchasing Agent. The decisions of the governing body will be final. The governing body need not consider protests unless this procedure is followed. *Formal bid.*

NOTICE TO ALL BIDDERS-BID RESULTS

The Purchasing Division of the City of Dothan will no longer routinely mail copies of bid results to companies submitting bids on items for the City. Should your company want to receive a copy of the bid tabulation for a particular bid, please enclose a postage paid self-addressed envelope with your formal bid. We will, in return, send you a copy of the bid results. If you prefer you may contact the Purchasing Division and we will e-mail you the bid results in Microsoft Excel format. Should you require more information than the overall bid results, please include specifics to our department and we will be glad to include the information requested. Bid information will not be given over the telephone or facsimile.

Should you have any questions, please call (334) 615-3410. Your cooperation will be appreciated.

Sincerely,

Darryl Mathews

Purchasing Agent

ACKNOWLEDGEMENT

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE ABOVE INSTRUCTIONS AND AFFIRM THAT I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS OR PROSPECTIVE BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION, BY AGREEMENT TO BID AT A FIXED PRICE OR TO REFRAIN FROM BIDDING, OR OTHERWISE. I ALSO CERTIFY THAT UPON AWARD OF THIS BID, I WILL NOT SUBSTITUTE ANY ITEMS ON THIS BID UNDER ANY CIRCUMSTANCES.

Signature of Bidder

Name of Bidder (Typed or Printed)

Vendor in violation shall be subject to debarment from bidding on future City of Dothan Invitations for Bid.

IS YOUR BID COMPLETE?

Enclosed:

- Copy of Warranty-if requested*
- Bid Bond-all bids over \$10,000*
- Performance Bond-if requested*
- Copy of State Contractors License-if required*
- Statement of Delivery Dates*

Bid Number, opening date are written on the outside of the bid package/envelope.

All of the above may not apply to every bid. If you have a question as to whether or not a specific item applies, please contact the Purchasing Division at (334)615-3410.

Electronic Total Station

1. Angle Measurement 2"

Accuracy (ISO 17123-3)	
Horizontal	2"
Vertical	2"
Method of Reading	Continuous
Compensator	Electronic Dual Axis
Working Range	4'
Setting Accuracy	0.5"

2. Telescope

Magnification	30X
Focusing	1.7m (5.6 ft) to Infinity
Reticle Illumination	Selectable from Keyboard
Horizontal and Vertical Pointing	Tangent locks with fine adjustment. Both on same side for ease of use.
Carry Handle	Must be removable to allow for measurements directly overhead instrument.
Plummet	Laser with Adjustable Brightness

3. Keyboard Display

- ¼ VGA (320 X 240 Pixels, Graphic LCD, Illumination)
- On Two Sides
- Touch Screen Optional
- Weatherproof

4. Power Supply

	Rechargeable
Operating Time	6-8 Hours
Wireless Connector to Data Collector	Bluetooth

5. Environmental

Operating Temperature Range	-4°F to +120°F (-20°C to +50°C)
Humidity	95%, non-condensing

6. Weight

Not To Exceed 11.5 lbs With Battery

7. On Board Data Storage Capable

- All Data Shall Be Recorded On Board the Electronic Total Station or On the Remote Control Unit
- Output of Raw Data Via RS232 Port

8. Distance Measurement to Prism

One Prism	3000m (10,000 ft)
Standard Mode	2mm + 2ppm
Measuring Time	1.5 Seconds

9. Distance Measurement Without a Reflector

Measurement Mode:	Accuracy	Time
Standard 1.5 – 500m	2mm + 2ppm	3-6 Seconds
Standard >500m	5mm + 2ppm	3-6 Seconds

Included with Instrument: Tribrach w/o optical plummet, electronic guidelight, compact flashcard (256MB), hard carry case, manual, charger, 2-batteries, car adapter cable and net adapter, sun shade, rain hood.

On Board Software

On Board Software shall have the capacity to perform the following functions:

- Volume Calculation
- Onboard DXF Exporter
- Reference Line
- Line Stakeout
- DTM Stake-Out
- Traverse
- Sets of Angles
- Cross Section
- Area Division
- Reference Plane

Training and Support

1. Ability to provide 100% repair, calibration, and instrument update to all system components at a manufacturers certified repair facility located within a 300 mile distance from Dothan (one day shipping).
2. Ability to provide factory-trained repair techniques.
3. Ability to provide training in instrument operation and application of software.
4. Ability to provide technical phone support by someone experienced in land surveying and knowledgeable in the training and support of the GPS system being provided. A toll free support number must be provided.

General System Requirements

All equipment furnished shall be of the latest model(s) available in current production. Used, demonstrator or discontinued models shall not be accepted. Any variations from these specifications shall be so indicated on the bid or by separate attachment.

All equipment furnished must be with full manufacturer's support. Services shall apply to all components provided and shall include packaging and shipment, maintenance and repair, support and state requested enhancements. *Loaner equipment must be available for use in the event of malfunctions during the warranty period with lease equipment available thereafter.*

Total system shall include the following:

- a) Two year maintenance on all hardware (labor and parts)
- b) Two year maintenance on all software
- c) One year extended warranty on the Total Station
- d) Two years of customer support.

Loaner equipment to be provided in the event of malfunction should the unit be out of service for more than three (3) working days during the warranty period. Thereafter, rental equipment shall be available. *Should the warranty exceed one year, then the standard warranty shall be in effect.*

A toll-free telephone number shall be provided for operational and technical problems.

All cables, connectors, manual, latest literature, specifications, and other ordinary peripheral hardware and accessories necessary for proper operation shall be furnished.

TERMS AND CONDITIONS FOR AWARD

Any Total Station that deviates from the specification must list the deviation. This in no way removes the requirement to meet the specification. The successful vendor shall be notified in writing of the tentative award. City of Dothan testing of the tentatively awarded Total Station will assure compatibility with the City of Dothan equipment. The Total Station shall meet the City's standards for performance and have the capability of satisfying the City's needs. City of Dothan Public Works Department will be the final authority on deciding if the Total Station and Training/Support meets the contract requirements.

1. Two days onsite training. One upon delivery and one within 60 days of delivery.
2. Vendor will survey and set up Local Transformation Grid to match Dothan Monument local grid. One day onsite in Dothan.

Additive Alternative:

Supply Additional parts and equipment (not including the GPS antenna) to upgrade the Total Station to a Total Station with integrated GPS. This will include but not be limited to

- a) A LEICA, GAD104, smart antenna adapter (Required to attach smart antenna and/or radio modem to GFU 14 housing onto Total Station. Requires communication side cover.)
- b) A LEICA, GAD02, communication side cover, including Bluetooth for Total Station.