

Specific Terms and Conditions

Purpose:

The purpose of this TITB (Transportation Invitation to Bid) is to establish a litter Master Agreement for Montgomery County District 3 of the Montgomery Area. This MA will only be used by the Alabama Department of Transportation, through the Model Procurement Act.

Award:

Award will be made "All or None" to the lowest responsible bidder meeting all specifications. Evaluation for award will be determined by the sum of the unit bid prices times the estimated annual usage for all line items. The estimated annual usage is stated on the specifications.

Bid submission instructions:

Bids must be submitted to bids@dot.state.al.us by 5:00pm on the date listed on the ALDOT website.

Contract period:

Establish a 12-month contract with an option to extend for a second, third, fourth, and fifth 12-month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12-month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12-month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12-month period.

Indemnity: Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, Eligible Users, and the State of Alabama from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the Division, Eligible Users, or the State of Alabama. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Quantity:

The exact quantity of each item is unknown. The Department of Transportation does not guarantee the State will buy any amount. Orders will be placed by the agency as needed and they will be given complete shipping instructions.

Pricing:

The State of Alabama reserves the right to conduct analysis based on the cost realism and/or price reasonableness for any or all bids as determined necessary in the sole discretion of the State Maintenance Engineer or their designee. Such analysis may include requests pursuant to Section 41-4-141 of the Code of Alabama 1975.

Price Escalation:

If during the performance of this contract, the price of the material or cost of the labor involved significantly increases through no fault of the supplier, a price increase may be considered. Documentation of a price increase for materials is required from the manufacturer. Documentation of a price increase for labor is required from the supplier. Any proposed increases in labor and/or materials may not exceed CPI (Customer Price Index) for the same time period. All price increases must be approved by both the state and the supplier in writing. Any de-escalation in price shall be passed onto the state immediately while still meeting all specification terms, and conditions of the contract.

Requested information:

Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.

General Requirements:

ALDOT Standard Specifications for Highway Construction: Standard Specs Section 890 shall apply, as applicable, to the administration of this contract.