



INVITATION TO BID NO: 10-X-2218548

STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING

REQ. AGENCY : 017000
PUBLIC SAFETY
AGENCY REQ. NO. :
T-NUMBER : TA209
DATE ISSUED : 05/10/10
VENDOR NO. :
VENDOR PHONE NO. :
SNAP REQ. NO. : 1440213
BUYER NAME : PAT ANTLE

INVITATION TO BID

FOR: RELOCATION SERVICES - DPS

BUYER PHONE NO. : (334) 242-7253-
PURCHASING PHONE NO: (334) 242-7250

BID MUST BE RECEIVED BEFORE:
DATE: 06/15/10 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:
DATE: 06/16/10 TIME: 10:00 AM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED, AS APPROPRIATE. BID RESPONSE MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

1. DELIVERY: CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER
2. TERMS: _____(DISCOUNTS ARE TAKEN WITHOUT REGARD TO DATE OF PAYMENT.)
3. PRICE VALID FOR ACCEPTANCE WITHIN _____ DAYS.
4. VENDOR QUOTATION REFERENCE NUMBER, IF ANY: _____
(THIS NUMBER WILL APPEAR ON THE PURCHASE ORDER.)
5. E-MAIL ADDRESS: _____
INTERNET WEBSITE: _____
6. GENERAL CONTRACTOR'S LICENSE NO: _____
TYPE OF G.C. LICENSE: _____

***** IMPORTANT NOTE: *****

BIDDERS MUST COMPLY WITH ALL "BID RESPONSE INSTRUCTIONS" ON PAGE 2, TO INCLUDE ITEM 7 - COPY REQUIREMENT.

RETURN INVITATION TO BID:

US MAIL

COURIER

STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING
P O BOX 302620
MONTGOMERY, AL 36130-2620

STATE OF ALABAMA
DIVISION OF PURCHASING
RSA UNION BUILDING
100 N. UNION ST., SUITE 192
MONTGOMERY, AL 36104

SIGNATURE AND NOTARIZATION REQUIRED

I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH EACH ITEM OFFERED AT THE PRICE QUOTED. I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO REFRAIN FROM BIDDING.

SWORN TO AND

FEIN OR SSN

AUTHORIZED SIGNATURE (INK)

SUBSCRIBED BEFORE ME THIS

COMPANY NAME

TYPE/PRINT AUTHORIZED NAME

_____ DAY OF _____

MAIL ADDRESS

TITLE

NOTARY PUBLIC

CITY, STATE, ZIP

TOLL FREE NUMBER

TERM EXP: _____

PHONE INCLUDING AREA CODE

FAX NUMBER

STANDARD TERMS & CONDITIONS

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AUTHORITY:

THE DEPARTMENT OF FINANCE CODE OF ADMINISTRATIVE PROCEDURE, CHAPTER 355-4-1 EFFECTIVE DECEMBER 20, 2001 IS INCORPORATED BY REFERENCE AND MADE A PART OF THIS DOCUMENT. TO RECEIVE A COPY CALL (334)242-7250, OR OUR WEBSITE WWW.PURCHASING.ALABAMA.GOV .

INFORMATION AND ASSISTANCE TO MINORITY AND WOMEN-OWNED BUSINESSES IN ACQUIRING M/WBE CERTIFICATION MAY BE OBTAINED FROM THE OFFICE OF MINORITY BUSINESS ENTERPRISE, 1-800-447-4191.

BID (ITB) RESPONSE INSTRUCTIONS REV: 01/14/10

1. TO SUBMIT A RESPONSIVE BID, READ THESE INSTRUCTIONS, ALL TERMS, CONDITIONS AND SPECIFICATIONS.
2. BID ENVELOPES/PACKAGES/BOXES MUST BE IDENTIFIED ON FRONT, PREFERABLY LOWER LEFT CORNER AND BE VISIBLE WITH THE BID NUMBER AND OPENING DATE. EACH INDIVIDUAL BID (IDENTIFIED BY A UNIQUE BID NUMBER) MUST BE SUBMITTED IN A SEPARATE ENVELOPE. RESPONSES TO MULTIPLE BID NUMBERS SUBMITTED IN THE SAME ENVELOPE/COURIER PACKAGE, THAT ARE NOT IN SEPARATE ENVELOPES PROPERLY IDENTIFIED, WILL BE REJECTED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR LATE BIDS FOR ANY REASON INCLUDING THOSE DUE TO POSTAL, OR COURIER SERVICE. BID RESPONSES MUST BE IN THE DIVISION OF PURCHASING OFFICE PRIOR TO THE "RECEIVE DATE AND TIME" INDICATED ON THE BID.
3. BID RESPONSES (PAGE 1, PRICE SHEET AND ADDENDUMS (WHEN SIGNATURE IS REQUIRED)) MUST BE IN INK OR TYPED ON THIS DOCUMENT. OR EXACT FORMAT WITH SIGNATURES BEING HANDWRITTEN ORIGINALS IN INK (PERSON SIGNING BID, NOTARY, AND NOTARY EXPIRATION), OR THE BID WILL BE REJECTED. UNLESS INDICATED IN THE BID, ALL PRICE PAGES MUST BE COMPLETED AND RETURNED. IF AN ITEM IS NOT BEING BID, IDENTIFY IT AS NB (NO-BID). PAGES SHOULD BE SECURED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR MISSING PAGES. FAXED BID RESPONSES WILL NOT BE ACCEPTED.
4. THE UNIT PRICE ALWAYS GOVERNS REGARDLESS OF THE EXTENDED AMOUNT. A UNIT PRICE CHANGE ON A LINE MUST BE INITIALED BY THE PERSON SIGNING THE BID, OR THAT LINE WILL BE REJECTED. THIS INCLUDES A CROSS-OUT, STRIKE-OVER, INK-OVER, WHITE-OUT, ERASURE, OR ANY OTHER METHOD CHANGING THE PRICE.
5. A "NO BID" MUST BE RETURNED TO REMAIN ON A CLASS/SUBCLASS. RETURN PAGE 1 OR NOTIFICATION PAGE MARKED "NO-BID". IDENTIFY IT ON THE ENVELOPE AS A "NO-BID". FAILING TO RESPOND TO 3 ITB'S WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. RESPONDING WITH 6 "NO-BIDS" WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. A "NO-BID" RECEIVED LATE IS CONSIDERED A NO RESPONSE.
6. THE DIVISION OF PURCHASING IS NOT RESPONSIBLE FOR MISINTERPRETATION OF DATA FAXED FROM THIS OFFICE.
7. THE DIVISION OF PURCHASING REQUIRES AN ORIGINAL AND A MINIMUM OF ONE COMPLETE EXACT COPY (TO INCLUDE SIGNATURE AND NOTARY) OF THE INVITATION-TO-BID RESPONSE. THE ORIGINAL AND THE COPY SHOULD BE SUBMITTED TOGETHER AS A BID PACKAGE. FAILURE TO MARK RESPONSES AS "ORIGINAL" AND/OR "COPY" COULD RESULT IN THE ENTIRE BID RESPONSE BEING REJECTED.
8. AN IMPROPERLY SUBMITTED BID, LATE BID, OR BID THAT IS CANCELLED ON OR BEFORE THE OPENING DATE WILL BE HELD FOR 90 DAYS AND THEN DESTROYED. THE BID MUST BE RETRIEVED DURING REGULAR WORK HOURS, MONDAY - FRIDAY, EXCEPT STATE HOLIDAYS. AFTER THE BID IS DESTROYED, THE DIVISION OF PURCHASING ASSUMES NO RESPONSIBILITY FOR THE DOCUMENT.

DISQUALIFIED/CANCELLED BID

BIDS THAT ARE IMPROPERLY SUBMITTED OR RECEIVED LATE WILL BE A RESPONSE FOR RECORD, BUT WILL NOT BE RETURNED OR A NOTIFICATION MAILED.

THE FOLLOWING IS A PARTIAL LIST WHEREBY A BID RESPONSE WILL BE DISQUALIFIED:

- BID NUMBER NOT ON FACE OF ENVELOPE/COURIER PACKAGE/BOX
- RESPONSES TO MULTIPLE BID NUMBERS IN SAME ENVELOPE NOT PROPERLY IDENTIFIED
- BID RECEIVED LATE
- BID NOT SIGNED/NOT ORIGINAL SIGNATURE
- BID NOT NOTARIZED/NOT ORIGINAL SIGNATURE OF NOTARY AND/OR NO NOTARY EXPIRATION
- NOTARIZED OWN SIGNATURE
- REQUIRED INFORMATION NOT SUBMITTED WITH BID
- FAILURE TO SUBMIT THE ORIGINAL BID AND A COMPLETE EXACT COPY

CERTIFICATION PURSUANT TO ACT NO. 2006-557

ALABAMA LAW (SECTION 41-4-116, CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEARBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

SPECIAL TERMS & CONDITIONS

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INVITATION TO BID

INTENT TO AWARD

EFFECTIVE MAY 1, 2008, THE STATE OF ALABAMA - DIVISION OF PURCHASING WILL ISSUE AN 'INTENT TO AWARD' BEFORE A FINAL AWARD IS MADE. THE 'INTENT TO AWARD' WILL CONTINUE FOR A PERIOD OF FIVE (5) CALENDAR DAYS, AFTER WHICH A PURCHASE ORDER WILL BE PRODUCED. UPON FINAL AWARD, ALL RIGHTS TO PROTEST ARE FORFEITED. A DETAILED EXPLANATION OF THIS PROCESS MAY BE REVIEWED IN THE ALABAMA ADMINISTRATIVE CODE - CHAPTER 355-4-1(14).

ALTERNATE BID RESPONSE

UNLESS STATED ELSEWHERE IN THIS INVITATION-TO-BID (ITB) THE STATE OF ALABAMA WILL ACCEPT AND EVALUATE ALTERNATE BID SUBMITTALS ON ANY ITB'S. ALTERNATE BID RESPONSES WILL BE EVALUATED ACCORDING TO THE REQUIREMENTS AS ALL OTHER RESPONSES TO THIS ITB.

INTERNET WEBSITE LINK'S

INTERNET AND/OR WEBSITE LINKS WILL NOT BE ACCEPTED IN BID RESPONSES AS A MEANS TO SUPPLY ANY REQUIREMENTS STATED IN THIS ITB (INVITATION-TO-BID).

PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE

IN ACCORDANCE WITH THE UNIVERSAL COMMERCE CODE (CODE OF ALABAMA, TITLE 7), AFTER DELIVERY, THE STATE OF ALABAMA HAS THE RIGHT TO INSPECT ALL PRODUCTS BEFORE ACCEPTING. THE STATE WILL INSPECT PRODUCTS IN A REASONABLE TIMEFRAME. SIGNATURE ON A DELIVERY DOCUMENT DOES NOT CONSTITUTE ACCEPTANCE BY THE STATE. THE STATE WILL ACCEPT PRODUCTS ONLY AFTER SATISFACTORY INSPECTION.

SALES TAX EXEMPTION

PURSUANT TO THE CODE OF ALABAMA, 1975, TITLE 40-23-4 (A) (11), THE STATE OF ALABAMA IS EXEMPT FROM PAYING SALES TAX. AN EXEMPTION LETTER WILL BE FURNISHED UPON REQUEST.

INVOICES

INQUIRIES CONCERNING PAYMENT AFTER INVOICES HAVE BEEN SUBMITTED ARE TO BE DIRECTED TO THE RECEIVING AGENCY, NOT THE DIVISION OF PURCHASING

BID RESPONSES AND BID RESULTS

UNEVALUATED BID RESPONSES (NOT BID RESULTS) ARE AVAILABLE ON OUR WEB SITE AT WWW.PURCHASING.ALABAMA.GOV. BID RESULTS WILL BE MADE AVAILABLE FOR REVIEW IN THE DIVISION OF PURCHASING OFFICE, BUT ONLY AFTER THE BID HAS BEEN AWARDED. WE DO NOT FAX OR MAIL COPIES OF BID RESULTS. IF A VENDOR WISHES TO REVIEW BID RESULTS IN OUR OFFICE, THEY SHOULD FAX THEIR REQUEST TO REVIEW THE BID TWO DAYS IN ADVANCE TO THE "BID REVIEW CLERK" AT (334) 242-4419. BE SURE TO REFERENCE THE BID NUMBER.

FOREIGN CORPORATION - CERTIFICATE OF AUTHORITY

ALABAMA LAW PROVIDES THAT A FOREIGN CORPORATION (AN OUT-OF-STATE COMPANY/FIRM) MAY NOT TRANSACT BUSINESS IN THE STATE OF ALABAMA UNTIL IT OBTAINS A CERTIFICATE OF AUTHORITY FROM THE SECRETARY OF STATE. SECTION 10-2B-15.01, CODE OF ALABAMA 1975. TO OBTAIN FORMS FOR A CERTIFICATE OF AUTHORITY, CONTACT THE SECRETARY OF STATE, CORPORATIONS DIVISION, (334) 242-5324. THE CERTIFICATE OF AUTHORITY DOES NOT KEEP THE VENDOR FROM SUBMITTING A BID.

BID IDENTIFICATION

REFERENCE PAGE 2, ITEM 2. DUE TO THE POSTAL SERVICE PUTTING BAR CODE LABELS ON ENVELOPES, IT CONCEALS THE BID NUMBER AND DATE IF THE VENDOR HAS WRITTEN THEM OTHER THAN THE LOWER LEFT CORNER, THEREFORE THE BID WOULD BE REJECTED FOR NOT BEING PROPERLY IDENTIFIED.

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INVITATION TO BID

PURPOSE:

ESTABLISH A CONTRACT TO ESTABLISH MOVING SERVICES TO BE USED STATE-WIDE FOR MOVING OFFICE ITEMS AND TO MOVE ITEMS RELATED TO INVESTIGATIONS FROM THEIR ORIGINAL LOCATION TO A NEW LOCATION. THIS CONTRACT IS FOR THE DEPARTMENT OF PUBLIC SAFETY ONLY.

AWARD:

AWARD WILL BE MADE "ALL OR NONE" TO THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS.

ASSIGNMENT OF CONTRACT:

TO ASSIGN, SUBLET OR TRANSFER ANY CONTRACT RESULTING FROM THIS SOLICITATION, THE VENDOR'S WRITTEN REQUEST MUST BE APPROVED BY THE STATE PURCHASING DIRECTOR AND THE AGENCY.

PERFORMANCE BOND:

THE VENDOR WILL FURNISH WITHIN TEN STATE BUSINESS DAYS AFTER RECEIPT OF NOTICE OF AWARD, A PERFORMANCE BOND IN THE AMOUNT SPECIFIED BELOW. IT SHALL CONSIST OF A CASHIER'S CHECK, OTHER TYPE BANK CERTIFIED CHECK (PERSONAL/COMPANY CHECKS ARE NOT ACCEPTABLE), BANK OR POSTAL MONEY ORDER OR SURETY BOND ISSUED BY A COMPANY AUTHORIZED TO DO BUSINESS WITHIN THE STATE OF ALABAMA. IRREVOCABLE LETTER OF CREDIT AND CERTAIN U.S. NOTES AND BONDS MAY BE ACCEPTED WHEN APPROVED BY THE DIVISION OF PURCHASING NO LATER THAN 24 HOURS PRIOR TO THE BID OPENING. THE DIRECTOR OF PURCHASING SHALL BE THE CUSTODIAN OF THE PERFORMANCE BOND. THE BOND MUST REFERENCE THE BID AND BE PAYABLE TO THE STATE OF ALABAMA. THE PERFORMANCE BOND WILL BE IN EFFECT FOR THE ENTIRE TERM OF THE CONTRACT, AND WILL BE REPLACED BY THE VENDOR IF PERFORMANCE BOND EXPIRES AT ANY TIME DURING THE LIFE OF THE CONTRACT. THE PERFORMANCE BOND WILL BE RETURNED TO THE VENDOR IN A REASONABLE TIME AFTER THE DIVISION OF PURCHASING HAS RECEIVED VERIFICATION THAT THE CONTRACT HAS BEEN SATISFACTORILY COMPLETED.

PERFORMANCE BOND AMOUNT: \$300,000.00 PER TRUCK PER LOAD

LIABILITY INSURANCE:

VENDOR MUST HAVE A MINIMUM OF \$1,000,000.00 LIABILITY COVERAGE WITH \$250,000.00 FOR EACH OCCURANCE AND MUST BE IN EFFECT FOR THE CONTRACT PERIOD. INSURANCE CERTIFICATE, OR LETTER OF INTENT TO PROVIDE THE AMOUNT OF COVERAGE FROM THE INSURANCE COMPANY MUST BE SUBMITTED WITH THE BID, OR THE BID WILL BE REJECTED. VENDOR IS RESPONSIBLE FOR ALL LOSSES/DAMAGES CAUSED BY ITS EMPLOYEES. INSURANCE CERTIFICATE, WHEN ISSUED, MUST SHOW THE STATE OF ALABAMA AS THE CERTIFICATE HOLDER. STATE PURCHASING WILL BE THE HOLDER OF THE INSURANCE CERTIFICATE.

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.

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

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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.

REQUESTED INFORMATION:

ANY ADDITIONAL INFORMATION REQUESTED FROM A VENDOR MUST BE FURNISHED WITHIN SEVENTY-TWO (72) HOURS FROM RECEIPT OF REQUEST.

SECURITY STATEMENT:

VENDOR SHALL ENSURE THAT PERSONNEL INVOLVED WITH ANY PROJECT SHALL BE ADVISED OF AND WILL ACKNOWLEDGE THE CONFIDENTIAL NATURE OF INFORMATION GIVEN TO THE VENDOR OR CONTAINED IN STATE FILES, THE SAFEGUARDS REQUIRED, AND CRIMINAL AND CIVIL SANCTIONS OF NON-COMPLIANCE IN FEDERAL AND STATE STATUTES, IN ACCORDANCE WITH THE CONFIDENTIALITY AND NON-DISCLOSURE STATEMENT SIGNED AND SUBMITTED BY VENDOR.

QUANTITY:

THE EXACT QUANTITY OF EACH ITEM IS UNKNOWN. THE DIVISION OF PURCHASING DOES NOT GUARANTEE THE STATE WILL BUY ANY AMOUNT. ORDERS WILL BE PLACED BY THE AGENCY AS NEEDED AND GIVE COMPLETE INSTRUCTIONS.

VENDOR REFERENCES:

VENDOR MUST PROVIDE A MINIMUM OF THREE WRITTEN COMMERCIAL REFERENCES WITH THEIR BID RESPONSE OR THE BID WILL BE REJECTED. INCLUDE COMPANY, ADDRESS, TELEPHONE, CONTACT PERSON AND PERIOD SERVICE WAS PERFORMED.

ATTACHMENTS

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VENDOR RESPONSIBILITIES:

- * VENDOR MUST BE ABLE TO DELIVER SERVICES 24/7 AT LESS THAN 24 HOUR NOTICE FOR ANY LOCATION WITHIN THE STATE OF ALABAMA.
- * VENDOR MUST HAVE AVAILABLE A MINIMUM OF 24 TRUCKS AND ASSOCIATED PERSONNEL AT ALL TIMES AND PROVIDE WRITTEN PROOF OF AVAILABILITY WITH THE BID OR THE BID WILL BE REJECTED.
- * VENDOR MUST HAVE PROOF OF CERTIFICATION BY THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION TO PERFORM THE TYPE OF WORK INCLUDED IN THIS CONTRACT. VENDOR MUST HAVE PROOF OF CONFORMANCE WITH THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION DEPARTMENT OF TRANSPORTATION CODE OF FEDERAL REGULATION TITLE 49. VENDOR MUST PROVIDE WRITTEN PROOF OF THESE ITEMS WITH THE BID OR THE BID WILL BE REJECTED.
- * VENDOR MUST COMPLETE AND SUBMIT THE CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ATTACHED TO THE INVITATION TO BID OR THE BID WILL BE REJECTED.

AGENCY RESPONSIBILITIES:

- * DPS WILL MAKE THE FINAL DETERMINATION OF ACCEPTABLE PERSONNEL NUMBERS AND TYPES FOR EACH MOVE, NUMBER AND TYPES OF VEHICLES FOR EACH MOVE AND TIME FRAME ALLOTTED FOR EACH MOVE.

QUESTIONS CONCERNING THIS BID ARE TO BE DIRECTED TO THE BUYER AT PAT.ANTLE@PURCHASING.ALABAMA.GOV

PRICE SHEET

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
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AND UNLOADING ITEMS, STAGING TIME, AND
TRANSPORTING ITEMS FROM POINT A TO
POINT B. ALL PERSONNEL MUST BE VENDOR'S
EMPLOYEES AND MAY NOT BE SUB-CONTRACTED
WITHOUT PRIOR CONSENT OF DPS. AT NO
TIME IS IT ACCEPTABLE TO USE INDIVIDUALS
OFF THE STREET TO PERFORM ANY OF THE
REQUIRED SERVICES.

PAGE TOTAL _____

BID TOTAL _____

ALABAMA DEPARTMENT OF PUBLIC SAFETY

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is entered into this ____ day of _____, 20____, by and between _____ with offices at _____ (hereinafter referred to as "Recipient") and the Alabama Department of Public Safety, headquartered in Montgomery, Alabama (hereinafter referred to as "DPS").

WHEREAS, DPS possesses information that is confidential and highly sensitive (hereinafter "Confidential Information"); and

WHEREAS, the Recipient as a condition of performing certain contractual duties for DPS is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration for the mutual undertakings of the DPS and the Recipient under this Agreement, the parties agree as follows:

1. Disclosure. DPS agrees to disclose, and Recipient agrees to receive the Confidential Information.

2. Confidentiality.

2.1 No Use. Recipient agrees not to use the Confidential Information in any way except for the purpose of performing contractual duties for DPS.

2.2 No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees having a need for disclosure in connection with the Recipient's authorized use of the Confidential Information.

2.3 Protection of Secrecy. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

3. Limits on Confidential Information. Confidential Information shall not be deemed highly sensitive and the Recipient shall have no obligation with respect to such information where the information:

(a) was known to Recipient prior to receiving any of the Confidential Information from DPS;

(b) has become publicly known through no wrongful act of Recipient;

(c) was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;

(d) was independently developed by Recipient without use of the Confidential Information; or

(e) was ordered to be publicly released by the requirement of a government agency.

4. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of DPS, and that DPS may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.

5. Terms and Termination. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential. This Agreement shall continue in the event the above-stated purpose service agreement is ended for any reason.

6. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) DPS, its successors and assigns; and (b) Recipient, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as the date first written above.

**ALABAMA DEPARTMENT OF
PUBLIC SAFETY**

RECIPIENT

Company

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

