



**PUBLIC NOTICE**

**INVITATION TO BID**

Sealed bids will be received, opened, and read aloud in public session for the purchase of **THREE (3) SUBMERSIBLE JET AERATORS** for the **CITY OF ORANGE BEACH, ALABAMA**, at **11:00 A.M. on Thursday, January 30, 2020**, at the City Hall Municipal Complex located at 4099 Orange Beach Blvd., Highway 161, Orange Beach, Alabama.

Bid specifications may be obtained from Orange Beach City Hall, 4099 Orange Beach Blvd., Orange Beach, Alabama, Monday through Friday from 8:00 a.m. until 5:00 p.m., or downloaded from the City's website at [www.orangebeachal.gov](http://www.orangebeachal.gov).

Sealed bids may be mailed or delivered directly to the City of Orange Beach prior to the public opening. All sealed bids must be clearly and legibly marked "SEALED BID," the bidder's name, the name of the bid, and the opening date and time. Contact Renee Eberly at (251) 981-6806 or [reberly@orangebeachal.gov](mailto:reberly@orangebeachal.gov) with any questions.

Sealed bids must be mailed to the following address:

City of Orange Beach  
Attention: City Clerk  
P.O. Box 458  
Orange Beach, Alabama 36561

Or hand delivered to:

City of Orange Beach  
Attention: City Clerk  
4099 Orange Beach Blvd.  
Orange Beach, Alabama 36561

Be advised that overnight delivery by express or courier to Orange Beach is not guaranteed. Faxed bids will not be accepted.

The lowest responsive, responsible bid will be accepted with key consideration based upon best value and benefit to the public. The City of Orange Beach reserves the right to reject any and all bids, to waive any irregularity in the bids received, and to accept or reject any items of the bid for the benefit of the public. No conditional bids will be accepted. No bid may be withdrawn for a period of thirty (30) days after the scheduled closing date and time for the receipt of bids.

THE CITY OF ORANGE BEACH, ALABAMA

**INVITATION TO BID**  
**Requisition No. 2020-0131**

INVITATION TO BID DATE: **January 13, 2020**

BID TITLE: **Three (3) Submersible Jet Aerators**

PLACE OF BID OPENING: **City of Orange Beach, City Hall, 4099 Orange Beach Blvd.**

BIDS MUST BE RECEIVED BEFORE: **January 30, 2020 at 11:00 A.M. (Central)**

BIDS WILL BE PUBLICLY OPENED: **January 30, 2020 at 11:00 A.M. (Central)**

Sealed bids will be received by the City of Orange Beach at the Office of the City Clerk located at Orange Beach City Hall until the above time and date at which time they will be opened as soon thereafter as practicable.

NOTE: For this bid to be considered responsive, all information in this section should be supplied, as appropriate, or the entire bid may be disqualified. Bid response must be in ink or typed with original signature. No errors will be corrected after bids are opened. No prices shall include State or Federal Exercise Taxes; tax exemption certificates furnished upon request. The City of Orange Beach reserves the right to accept or reject all bids or any portion thereof. The City reserves the right to require a bid bond, in which case specific information shall be provided the bid documents.

**ALL BIDS MUST BE RETURNED AS FOLLOWS:**

All bidders must use the bid form provided in the bid documents and show on the envelope "SEALED BID," the bid title, the bidder's name, and the opening date and time. Each bid must be in a separate envelope.

U.S. Postal Service  
City of Orange Beach  
Attention: City Clerk  
P.O. Box 458  
Orange Beach, Alabama 36561

Courier (UPS, FedEx, etc.)  
City of Orange Beach  
Attention: City Clerk  
4099 Orange Beach Blvd.  
Orange Beach, Alabama 36561

1. For the purchase or lease of personal property only, a resident person, firm or corporation, whose bid is no more than five percent (5%) greater than the lowest bid, may be the successful bidder and the contract may be awarded to such resident responsible bidder. A resident bidder is defined by the City Council of Orange Beach as any business located within Baldwin County.
2. Contact Gary McMillan, Engineer at 251-747-0869/gmcmillan@orangebeachal.gov for questions concerning the technical specifications.
3. Contact Renee Eberly, City Clerk/Procurement Officer at 251-981-6806/reberly@orangebeachal.gov for questions concerning general bid procedures.

City of  
**Orange Beach**  
A L A O B A M A  
*Life is better here*

**BID FORM – THREE (3) SUBMERSIBLE JET AERATORS**

<b>Description</b>	<b>Unit Price</b>	<b>Extended Price</b>
Three (3) Submersible Jet Aerators, as specified		
Manufacturer: _____ / Model: _____	\$ _____	\$ _____
F.O.B. Destination: City of Orange Beach		\$ _____
	<b>BID TOTAL</b>	\$ _____

**Days to Deliver after Receipt of Purchase Order:** \_\_\_\_\_

**Warranty Description:** \_\_\_\_\_

Warranties shall be provided in writing and shall specify any and all exclusions, including products and services. If such warranties are provided at additional cost, the incremental cost must be so specified. The procedure necessary to notify such warranty must be specified. Any additional charges relating to the utilization of the warranty provided must be specified.

**Documentation:**

Specifications for the proposed equipment must be attached to the bid.

The bidder acknowledges receipt of the following addenda covering revisions to the bid documents, and states that the costs, if any, of such revisions have been included in the base bid and other prices quoted herein:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Note: If no addenda have been received, write in "none."

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Company Representative

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 City, State, Zip

\_\_\_\_\_  
 Phone

\_\_\_\_\_  
 Federal Employer ID No. (if no FEIN, enter SSN)

\_\_\_\_\_  
 Email

City of  
**Orange Beach**  
A L A B A M A  
*Life is better here*

I/we agree to furnish at the prices shown and guarantee that each offered will meet or exceed all specifications, terms and conditions, and requirements listed. This is the total price and includes all delivery or freight charges to the City of Orange Beach. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the bidder. I herein affirm that I have not been in any agreement or collusion among bidders in restraint of competition to bid at a fixed price or to refrain from bidding otherwise. By signing this contract, the company 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

SWORN TO AND SUBSCRIBED  
 BEFORE ME THIS DAY OF

\_\_\_\_\_, 20\_\_\_\_\_.

Company Name	Authorized Signature (INK)
Mail Address	Typed Authorized Name
City, State, Zip	Title
Phone Including Area Code	Fax Number

Notary Public

Commission Expires

**PAGES 3 & 4 MUST BE RETURNED IN SEALED BID**

# BID SPECIFICATIONS

## A. Scope of Work

This unit price equipment bid is to supply three (3) submersible jet aerators and controls as specified for installation by others at the City of Orange Beach Wastewater Treatment Plant. The base bid design is based on FLYGT N3171MT pumps and ejector modules with associated controls. An alternate bid for similar equipment that meets or exceeds the specifications and performance characteristics of the base bid equipment may be considered if deemed in the best interest of the City of Orange Beach. Total bid pricing shall include the cost of all equipment, title fees (if applicable), and handling and shipping charges.

## B. Use of Brand Names in Bid

The use of any brand name and/or product numbers is to establish industry standards and minimum specifications. Other brands may be considered for review if detailed product information and specifications outlining any and all differences are included in the bid.

## C. Minimum Specifications

All equipment shall be new and unused. All equipment shall meet or exceed current industry standards. Item specifications listed below shall be construed as a minimum. Should manufacturer's current published data or specifications exceed these, such standards shall be considered minimum and furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

### 1. Requirements

Three (3) submersible non-clog aerators consisting of FLYGT N3171MT pumps and ejector modules or approved equal. Each aerator shall be equipped with a 25 HP, submersible electric motor connected for operation on 460 volts, three (3) phase, 60 hertz service, with 50 feet of submersible cable (SUBCAB) suitable for submersible applications. The power cable shall be sized according to NEC and ICEA standards and also meet with P-MSHA approval. The jet aerator shall be similar to an existing pump at the wastewater treatment facility and shall match to an existing guide rail system should the aerator be needed for a pumping application.

Each aerator shall be capable of achieving an SOR of 42 pounds O<sub>2</sub> per hour at a submergence of 16 feet. Each aerator shall also be capable of creating a thrust in clean water of 112 pounds force, to affect/assist mixing of the basin.

### 2. Ejector Module Construction

The ejector casing shall be of grey cast iron, ASTM A-48, Class G20, with smooth surfaces devoid of blowholes or other irregularities. The replaceable orifice plate shall be of high-density polyethylene. Air inlet pipe shall be of schedule 40 PVC pipe. Air inlet pipe shall be furnished by the owner. Discharge piping shall be of stainless steel AISI 304L. Each ejector module shall have one (1) discharge nozzle.

### 3. Aerator Installation

The pump modules of the aerators shall be connected to the ejector body. The pump and ejector module assembly shall be provided with stand components, bearing directly on the sump floor. These stands are to be fitted with anti-vibration pads.

### 4. Pump Module Construction

Major pump components shall be of grey cast iron, ASTM A-48, Class 35B, with smooth surfaces devoid of blowholes or other irregularities. All exposed nuts and bolts shall be of stainless steel construction. Sealing design shall incorporate metal-to-metal contact between machined surfaces. Critical mating surfaces where watertight sealing is required shall be machined and fitted with Nitrile rubber O-rings. Fittings will be the result of controlled compression of rubber O-rings in two planes and O-ring contact of four sides without the requirement of a specific torque limit.

Rectangular cross sectioned gaskets requiring specific torque limits to achieve compression shall not be considered as adequate or equal. No secondary sealing compounds, elliptical O-rings, grease or other devices shall be used.

**5. Surface Protection**

All metal surfaces coming into contact with the pumpage, other than stainless or galvanized steel or brass, shall be protected by a factory applied spray coating of acrylic dispersion zinc phosphate primer with a polyester resin paint finish on the exterior of the pump.

**6. Cooling System**

Each unit shall be provided with an integral motor cooling system. A motor cooling jacket shall encircle the stator housing, providing for dissipation of motor heat regardless of the type of pump installation. An impeller, integral to the cooling system and driven by the pump shaft, shall provide the necessary circulation of the cooling liquid through the jacket. The cooling liquid shall pass about the stator housing in the closed loop system in turbulent flow providing for superior heat transfer. The cooling system shall have one fill port and one drain port integral to the cooling jacket. The cooling system shall provide for continuous pump operation in liquid or ambient temperatures of up to 104°F (40°C). Operational restrictions at temperatures below 104°F are not acceptable. Fans, blowers or auxiliary cooling systems that are mounted external to the pump motor are not acceptable.

**7. Cable Entry Seal**

The cable entry seal design shall preclude specific torque requirements to insure a watertight and submersible seal. The cable entry shall consist of dual cylindrical elastomer grommets, flanked by washers, all having a close tolerance fit against the cable outside diameter and the entry inside diameter. The grommets shall be compressed by the cable entry unit, thus providing a strain relief function. The assembly shall provide ease of changing the cable when necessary using the same entry seal. The cable entry junction chamber and motor shall be sealed from each other, which shall isolate the stator housing from foreign material gaining access through the pump top. Epoxies, silicones, or other secondary sealing systems shall not be considered equal.

**8. Motor**

The pump motor shall be a NEMA B design, induction type with a squirrel cage rotor, shell type design, housed in an air filled, watertight chamber. The stator windings shall be insulated with moisture resistant Class H insulation rated for 180°C (356°F). The stator shall be insulated by the trickle impregnation method using Class H monomer-free polyester resin resulting in a winding fill factor of at least 95%. The motor shall be inverter duty rated in accordance with NEMA MG1, Part 31. The stator shall be heat-shrink fitted into the cast iron stator housing. The use of multiple step dip and bake-type stator insulation process is not acceptable. The use of pins, bolts, screws or other fastening devices used to locate or hold the stator and that penetrate the stator housing are not acceptable. The motor shall be designed for continuous duty while handling pumped media of up to 104°F. The motor shall be capable of no less than 15 evenly spaced starts per hour. The rotor bars and short circuit rings shall be made of aluminum. Three thermal switches shall be embedded in the stator end coils, one per phase winding, to monitor the stator temperature. These thermal switches shall be used in conjunction with and supplemental to external motor overload protection and shall be connected to the motor control panel.

The junction chamber shall be sealed off from the stator housing and shall contain a terminal board for connection of power and pilot sensor cables using threaded compression type terminals. The use of wire nuts or crimp-type connectors is not acceptable. The motor and the pump shall be produced by the same manufacturer.

The motor service factor (combined effect of voltage, frequency and specific gravity) shall be 1.15. The motor shall have a voltage tolerance of +/- 10%. The motor shall be designed for continuous operation in up to a 40°C (104°F) ambient and shall have a NEMA Class B maximum operating temperature rise of 80°C. A motor performance chart shall be provided upon request exhibiting curves for motor torque, current,

power factor, input/output kW and efficiency. The chart shall also include data on motor starting and no-load characteristics.

Motor horsepower shall be sufficient so that the pump is non-overloading throughout its entire performance curve, from shut-off to run-out. The motor and cable shall be capable of continuous submergence underwater without loss of watertight integrity to a depth of 65 feet or greater.

#### **9. Bearings**

The integral pump/motor shaft shall rotate on two bearings. The motor bearings shall be sealed and permanently grease lubricated with high temperature grease. The upper motor bearing shall be a two row angular contact ball bearing. The lower bearing shall be a two row angular contact ball bearing to handle the thrust and radial forces. The minimum  $L_{10}$  bearing life shall be 50,000 hours at any usable portion of the pump curve.

#### **10. Mechanical Seals**

Each pump shall be provided with a positively driven dual, tandem mechanical shaft seal system consisting of two seal sets, each having an independent spring. The lower primary seal, located between the pump and seal chamber, shall contain one stationary and one positively driven rotating corrosion and abrasion resistant tungsten-carbide ring. The upper secondary seal, located between the seal chamber and the seal inspection chamber shall be a leakage-free seal. The upper seal shall contain one stationary and one positively driven rotating corrosion and abrasion resistant tungsten-carbide seal ring. The rotating seal ring shall have small back-swept grooves laser inscribed upon its face to act as a pump as it rotates, returning any fluid that should enter the dry motor chamber back into the lubricant chamber. All seal rings shall be individual solid sintered rings. Each seal interface shall be held in place by its own spring system. The seals shall not depend upon direction of rotation for sealing. Mounting of the lower seal on the impeller hub is not acceptable. Shaft seals without positively driven rotating members or conventional double mechanical seals containing either a common single or double spring acting between the upper and lower seal faces are not acceptable. The seal springs shall be isolated from the pumped media to prevent materials from packing around them, limiting their performance.

Each pump shall be provided with a lubricant chamber for the shaft sealing system. The lubricant chamber shall be designed to prevent overfilling and shall provide capacity for lubricant expansion. The seal lubricant chamber shall have one drain and one inspection plug that are accessible from the exterior of the motor unit. The seal system shall not rely upon the pumped media for lubrication.

The area about the exterior of the lower mechanical seal in the cast iron housing shall have cast in an integral concentric spiral groove. This groove shall protect the seals by causing abrasive particulate entering the seal cavity to be forced out away from the seal due to centrifugal action.

A separate seal leakage chamber shall be provided so that any leakage that may occur past the upper, secondary mechanical seal will be captured prior to entry into the motor stator housing. Such seal leakage shall not contaminate the motor lower bearing. The leakage chamber shall be equipped with a float type switch that will signal if the chamber should reach 50% capacity

**Seal lubricant shall be non-hazardous.**

#### **11. Pump Shaft**

The pump and motor shaft shall be a single piece unit. The pump shaft is an extension of the motor shaft. Shafts using mechanical couplings shall not be acceptable. The shaft shall be stainless steel – ASTM A479 S43100-T. Shaft sleeves will not be acceptable.

#### **12. Impeller**

The impeller shall be of Hard-Iron™ (ASTM A-532 (Alloy III A) 25% chrome cast iron), dynamically balanced, semi-open, multi-vane, back swept, screw-shaped, non-clog design. The impeller leading edges shall be mechanically self-cleaned automatically upon each rotation as they pass across a spiral groove located on the volute suction. The leading edges of the impeller shall be hardened to Rc 60 and shall be

capable of handling solids, fibrous materials, heavy sludge and other matter normally found in wastewater. The screw shape of the impeller inlet shall provide an inducing effect for the handling of up to 5% sludge and rag-laden wastewater. The impeller to volute clearance shall be readily adjustable by the means of a single trim screw. The impeller shall be locked to the shaft, held by an impeller bolt and shall be coated with alkyd resin primer.

### **13. Volute/Suction Cover**

The pump volute shall be a single piece gray cast iron, ASTM A-48, Class 35B, non-concentric design with smooth passages of sufficient size to pass any solids that may enter the impeller. Minimum inlet and discharge size shall be as specified. The volute shall have a replaceable suction cover insert ring in which are cast spiral-shaped, sharp-edged groove(s). The spiral groove(s) shall provide trash release pathways and sharp edge(s) across which each impeller vane leading edge shall cross during rotation so to remain unobstructed. The insert ring shall be cast of Hard-Iron™ (ASTM A-532 (Alloy III A) 25% chrome cast iron) and provide effective sealing between the multi-vane semi-open impeller and the volute housing.

### **14. Protection**

Each pump motor stator shall incorporate three thermal switches, one per stator phase winding and be connected in series, to monitor the temperature of the motor. Should the thermal switches open, the motor shall stop and activate an alarm. A float switch shall be installed in the seal leakage chamber and will activate if leakage into the chamber reaches 50% chamber capacity, signaling the need to schedule an inspection.

The thermal switches and float switch shall be connected to a Mini CAS control and status monitoring unit. The Mini CAS unit shall be designed to be mounted in the pump control panel.

The thermal switches and FLS shall be connected to a Mini CAS (Control and Status) monitoring unit. The Mini CAS shall be designed to be mounted in any control panel

### **15. Control Panel**

Three simplex control panels shall be provided with the above jet aerators and shall be suitable for operation on 460/3/60 service. The control of the above aerators shall be manual operation. The components shall be mounted in a NEMA 4X Stainless steel enclosure, approximate size of 30 x 24 x 10. The enclosure door gaskets shall be rubber composition with a retainer or seamless foamed in place to assure a positive weatherproof seal. The gasket material shall not retain memory. The door shall open a minimum of 180 degrees.

The panel power distribution shall include all necessary components and be completely wired with tinned, stranded copper conductors rated at 90°C. All conductor terminations shall be as recommended by the device manufacturer.

All circuit breakers shall be heavy duty thermal magnetic or motor circuit protectors similar and equal to SQUARE D type FAL. Each motor breaker shall be adequately sized to meet the pump motor operating characteristics and shall have a minimum of 10,000 amps interrupting capacity for 230 VAC and 18,000 amps at 480 VAC. The control circuit shall individually be controlled by a heavy duty breaker.

Circuit breakers shall be indicating type, providing "on-off-trip" positions of the operating handle. When the breaker is tripped automatically, the handle shall assume a middle position indicating "trip".

Thermal magnetic motor breakers shall be quick-make and quick-break on manual and automatic operation and have inverse time characteristics secured through the use of bimetallic tripping elements supplemented by a magnetic trip.

Breakers shall be designed so that an overload on one pole automatically trips and opens all legs. Field installed handle ties shall not be acceptable.

Motor starters shall be open frame, across the line NEMA rated with individual overload protection in each leg. Motor starter contact and coil shall be replaceable from the front of the starter without

removing from its mounted position. Overload heaters shall be block type, utilizing melting alloy spindles, and shall have visual trip indication. Overload shall be sized for the full load amperage draw of the pumps. Definite purpose contactors, fractional size starters and IEC contactor relays shall not be acceptable.

Control transformers shall be provided to provide the 120 VAC and/or 24 VAC for control circuits when required. Transformers shall be fused on the primary and secondary circuits. The secondary windings shall be grounded.

A lightning-transient protector with tell-tale warning lights on each phase to indicate loss of protection on the individual phases shall be provided. The device shall be solid state with a response time of less than 5 nanoseconds with withstanding surge capacity of 6500 amperes. Unit shall be instant recovery, long life and have no holdover currents.

The Phase Monitor shall be a 12 pin, plug in style unit. The Phase Monitor shall monitor Under Voltage, Phase Reversal, Loss of Power and Phase Imbalance. The motor starter circuits shall be de-energized upon sensing of any of the faults and shall automatically restore service upon return to normal power. The Phase Monitor shall be available to monitor Over Voltage as an option. The output relay shall be DPDT rated at 10A at 240 VAC. The Phase Monitor shall be model 001-230-1212, or model 001-480-1212 as manufactured by Motor Protection Electronics, Apopka, Florida, (407) 299-3825.

Start/stop pushbuttons shall be provided on each panel. A green run pilot indicator shall be mounted on the dead front door.

An elapsed time meter shall be mounted on the dead front door. The meter shall operate on 120 VAC, shall indicate in hours [6 digits] and tenths and shall be non-resettable.

One pump monitor relay shall be supplied for each pump to monitor the pump for over-temp and leakage. The unit shall have an 11 pin, round base to mate with a standard 11 pin socket.

The unit is to be able to be powered by 24VAC, 24VDC, or 120VAC, and to contain LED indication for power on, over-temp, and leakage conditions. The unit shall contain an over-temp reset bush-button to reset the unit after the fault has cleared, as well as a selector switch that that allows the selection of manual or auto reset

#### **D. Delivery**

Delivery shall be to:

Orange Beach Wastewater Treatment Plant  
23908 Canal Road  
Orange Beach, Alabama 36561

# GENERAL INSTRUCTIONS FOR BIDDERS

## 1.0 INTRODUCTION

All bidders will be bound to the general conditions and requirements set forth in these general instructions and such instructions shall form an integral part of each purchase contract awarded by the Orange Beach City Council. Applicability of general conditions as stated below shall be determined by the City of Orange Beach. All bids must be submitted on and in accordance with the instructions provided by the City of Orange Beach.

## 2.0 BID DOCUMENTS

A complete set of Bid Documents is included herein. The date, time, and place of a bid opening will be given in the Invitation to bidders. Copies of the complete set of Bid Documents may be inspected and/or obtained at the following location:

Orange Beach City Hall  
4099 Orange Beach Boulevard  
Orange Beach, AL 36561

Or downloaded from the City's website:  
[www.orangebeachal.gov](http://www.orangebeachal.gov), see "Bids"

## 3.0 EXAMINATION OF DOCUMENTS

- 3.1 Carefully examine the Bid Documents, Specifications, Drawings, and the Work Site.
- 3.2 Bids shall include all costs required to provide the requested materials and to execute the work under the existing conditions.
- 3.3 No charge will be allowed for federal, state, or municipal sales and excise taxes since the City is exempt from such taxes.
- 3.4 Extra payments shall not be made for conditions which can be determined by examining the documents and the site.

## 4.0 INTERPRETATIONS AND ADDENDA

- 4.1 Should a bidder find discrepancies, ambiguities, or omissions in the Specifications, or should he/she be in doubt as to their meaning, he/she shall immediately notify the Procurement Officer (Renee Eberly at 251-981-6806 or [reberly@orangebeachal.gov](mailto:reberly@orangebeachal.gov)).
- 4.2 The Procurement Officer will issue Addenda to clarify discrepancies, ambiguities, or omissions in the Specifications.
- 4.3 Addenda will be posted on the City's website at: [www.orangebeachal.gov](http://www.orangebeachal.gov).
- 4.4 Addenda shall become part of the bid and all bidders must acknowledge receipt of Addenda on their Bid Form or their bid will be rejected. Bidders shall be bound by all Addenda.
- 4.5 The City is not responsible for any oral instructions.

## 5.0 PREPARATION OF BID

- 5.1 The bid must be submitted on the Bid Form furnished. All information required by the Bid Documents must be given to constitute a complete bid.
- 5.2 The Bidder must print, in figures, without interlineations, alterations, or erasures, a Unit Price. The Bidder shall then print the total sum on the line designated as "Bid Total." The City will check the total sum printed by the Bidder, and, in case of error or discrepancy, the total sum printed by the Bidder listed in the bid shall prevail and this shall be the Contract Bid Price.
- 5.3 Prices and all information must be legible. Illegible or vague bids may be rejected.

- 5.4 All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
- 5.5 Under penalty of perjury, the Bidder certifies by signature on the Bid Form that:
- The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, equipment, or services for the type described in the Invitation to Bid; and
  - The contents of the bid have not been communicated by the Bidder; nor to his/her best knowledge and belief by any of his/her employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

## **6.0 DELIVERY AND SUBMISSION OF BID**

- 6.1 Each bid shall be placed, together with the Bid Bond, if applicable, in a sealed envelope. Bid envelopes must be clearly marked "SEALED BID," the Bidder's name, the title of the bid, and the opening date and time.
- 6.2 All bids received after the time stated in the Invitation to Bid will not be considered and will be returned unopened to the Bidder. The Bidder assumes risk of delay in the mail. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having bids deposited on time at the place specified.
- 6.3 The submission of a bid will be construed to mean that the Bidder is fully informed as to the extent and character of the supplies, materials, or equipment required, and as a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

## **7.0 MODIFICATIONS AND WITHDRAWALS OF BIDS**

- 7.1 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in the space provided in bid or by attached sheets for this purpose.
- 7.2 Bids may not be modified after submittal.
- 7.3 Bidder may withdraw his/her bid, either personally or by written request, at any time prior to the scheduled bid opening time.
- 7.4 No bidder may withdraw his/her bid for a period of thirty (30) days after the bid opening.

## **8.0 RIGHT TO REJECT BID**

Bids may be rejected if they contain any omissions, alterations of form, additions not called for, conditional bids, alternate bids unless requested by the City, incomplete bids, erasures, or irregularities of any kind. Bids in which the Unit or Lump Sum prices are obviously unbalanced may be rejected. The City reserves the right to reject any and all bids for any reason and to waive any informality or irregularity in the bids received.

## **9.0 BASIS OF AWARD**

All purchases which are based on competitive Invitations to Bids are awarded to the lowest, responsive bidder subject to the City's right to reject any or all bids and to waive informality and irregularity in bids and bidding. In addition to price, consideration will be given to the following items when determining the lowest, responsive bidder:

- The best interests of the City of Orange Beach;
- The quality and performance of the goods or services to be supplied;
- Conformity to specifications;

- Delivery time; and
- Other unique requirements outlined in the bid request.

**10.0 BOND REQUIREMENTS**

All bond requirements shall be identified in the bid documents. The right is reserved to require the successful bidder to furnish security, free of any expense to the City, to guarantee faithful performance of the contract.

**11.0 CONTRACT**

- 11.1 The Bid Form shall constitute a contract with the successful bidder and bind the successful bidder to furnish and deliver at the prices and in accordance with the conditions of the bid.
- 11.2 The placing in the mail a notice of award or purchase order to a successful bidder, to the address given in the bid, will be considered sufficient notice of acceptance of bid.
- 11.3 If the successful bidder fails to deliver within the time specified or within reasonable times as interpreted by the City of Orange Beach, or fails to make replacement of rejected articles when so requested immediately or as directed by the City, the City of Orange Beach may purchase from other sources to take the place of the item rejected or not delivered. The City of Orange Beach reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary.
- 11.4 A contract may be canceled for non-performance.
- 11.5 No items are to be shipped or delivered until receipt of an official purchase order from the City of Orange Beach.
- 11.6 It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract of bidders right, title or interest therein, or bidders power to execute such contract to any other person, company, or corporation without the previous written consent of the City of Orange Beach.

**12.0 GUARANTEES BY THE SUCCESSFUL BIDDER**

The successful bidder guarantees:

- Products against defective material or workmanship and to repair or replace any damages or marring in transit;
- To furnish adequate protection from damage for all work and to repair damages of any kind for which the bidder or bidder’s workers are responsible to the building, grounds, or equipment;
- To carry adequate insurance to protect the City of Orange Beach from loss of property and/or life in cases of accident, fire, or theft;
- That all deliveries will be equal to bid samples.

**13.0 LAWS AND REGULATIONS**

The successful bidder will be required to obtain a City of Orange Beach Business License if operating within the Corporate Limits. The Bidder’s attention is directed to the fact that all applicable State Laws, Municipal Ordinances, and the Rules and Regulations of all authorities have jurisdiction and shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

**14.0 PAYMENT**

The Bidder may submit an Application for Payment for provided materials in accordance with the accepted Unit Prices. Payment shall be made to the Bidder within thirty (30) days of receipt and approval of Application for Payment.

## **REQUIREMENTS FOR CONTRACTS AND PURCHASES**

Effective January 1, 2012 under the “Beason-Hammon Alabama Taxpayer and Citizen Protection Act,” Act No. 2011-535, Alabama Code (1975) Section 31-13-1, Et Seq., before entering into a contract with the City to:

1. Perform a service;
2. Perform work;
3. Provide a product;
4. Accept a grant; and/or
5. Accept an initiative

The State of Alabama requires the business entity to sign a notarized affidavit agreeing:

1. Not to knowingly employ, hire for employment, or continue to employ, any unauthorized aliens in the State of Alabama;
2. To enroll in the E-Verify Program, to verify the immigration status of every employee required to be re-verified through that system and to provide documentation of its enrollment; and
3. To require its subcontractors to comply with the above requirements.

Before any contract can be let, purchase can be made, or payment can be issued by the City of Orange Beach after January 1, 2012, the Affidavit on the reverse side of this document must be completed, notarized, and returned to our offices.

Note: Proof of enrollment in the E-Verify Program must accompany the Affidavit, unless you do not have or hire any employees.

Questions about this process may be directed to Renee Eberly, City Clerk/Procurement Officer, at (251) 981-6806 or via e-mail at [reberly@orangebeachal.gov](mailto:reberly@orangebeachal.gov).

**COMPLETED AFFIDAVIT MUST BE RETURNED IN SEALED BID.**

**AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR**

State of \_\_\_\_\_

County of \_\_\_\_\_

Before me, a notary public, personally appeared \_\_\_\_\_ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the City of Orange Beach, Alabama, I hereby attest that in my capacity as \_\_\_\_\_ (state position) for \_\_\_\_\_ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

**(Attach documentation establishing that business entity/employer/contractor is enrolled in the E-Verify Program.)**

\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

\_\_\_\_\_  
Signature and Seal of Notary Public

My Commission Expires: \_\_\_\_\_