



PUBLIC NOTICE

INVITATION TO BID

Sealed bids will be received, opened, and read aloud in public session for the purchase of **FOUR (4) TREADMILLS** for the **CITY OF ORANGE BEACH, ALABAMA**, at **10:30 A.M. on Thursday, November 9, 2017**, 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.

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@cityoforangebeach.com 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 No bid may be withdrawn for a period of thirty (30) days after the scheduled closing date and time for the receipt of bids.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. 2017-1110

INVITATION TO BID DATE: **October 30, 2017**

BID TITLE: **Four (4) Treadmills**

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

BIDS MUST BE RECEIVED BEFORE: **November 9, 2017 at 10:30 A.M. (Central)**

BIDS WILL BE PUBLICLY OPENED: **November 9, 2017 at 10:30 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 Jonathan Langston at 251-981-6028/jlangston@cityoforangebeach.com for questions concerning the technical specifications.
3. Contact Renee Eberly, City Clerk/Procurement Officer at 251-981-6806/reberly@cityoforangebeach.com for questions concerning technical specifications or general bid procedures.

BID FORM – FOUR (4) TREADMILLS

| Item | Description | Quantity | Unit Price | Total Price |
|------|------------------------------------|----------|------------|-------------|
| 1-1 | Treadmills | 4 | \$ _____ | \$ _____ |
| 1-2 | FOB Delivery: City of Orange Beach | | | \$ _____ |
| 1-3 | Installation | | | \$ _____ |
| 1-4 | Warranty (Terms: _____) | | | \$ _____ |
| 1-5 | Credit for Existing Equipment | | | \$ _____ |

| | |
|------------------|----------|
| BID TOTAL | \$ _____ |
|------------------|----------|

Days to Deliver after Receipt of Purchase Order: _____

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

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

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. <i>(if no FEIN, enter SSN)</i> | Email |

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.

| | | |
|--|---------------------------|----------------------------|
| SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY OF _____, 20____. | Company Name | Authorized Signature (INK) |
| | Mail Address | Typed Authorized Name |
| Notary Public | City, State, Zip | Title |
| Commission Expires | Phone Including Area Code | Fax Number |

PAGES 3 & 4 MUST BE RETURNED IN SEALED BID

BID SPECIFICATIONS

A. Scope of Work

The successful bidder shall provide Four (4) Treadmills, as specified, to the Orange Beach Recreation Center. The successful bidder shall provide delivery, installation, and startup services to the City of Orange Beach. Total bid pricing shall include the cost of all equipment, installation, service, shipping and handling 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 full product information and specifications are included with the bid.

C. Minimum Specifications

The equipment offered shall be commercial quality suitable for an active recreation center. Equipment is expected to be in use 16 hours/day, 7 days/week. Items furnished shall be standard products of the manufacturer or their suppliers, shall be new, clean, and free from any defects or features affecting appearance, serviceability, or the safety of the user in normal intended use.

Any deviation from specifications indicated herein must be clearly identified in writing; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible for such. Deviations must be explained in detail on separate attached sheet(s).

1-1. Four (4) Cybex 770T-CT LED Treadmills – or equivalent

- Must support a maximum user weight of 400 pounds minimum
- LED touchscreen console with numeric display of time, distance, calories, calories/hour, METs, Watts, pace and heart rate including multi-color indication of heart rate range, incline, and speed
- Personal cooling fan

1-2. Delivery

The successful bidder shall coordinate with City staff for the offloading and delivery of equipment on site. The successful bidder shall be responsible for complying with applicable safety requirements for his workers and others. Equipment must be delivered and invoiced no later than December 30, 2017.

Delivery shall be to:

City of Orange Beach
Recreation Center
4849 Wilson Boulevard
Orange Beach, AL 36561

1-3. Installation

The successful bidder shall provide installation and start-up services. Installation shall be coordinated with the Recreation Center staff. The new equipment must be installed no later than December 30, 2017. It is the responsibility of the bidder to inspect the site for installation prior to submitting a bid.

1-4. Warranty

All equipment shall be covered at minimum by a five (5) year motor warranty and two (2) year warranty for parts and labor. 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.

1-5. Credit for Existing Equipment

The City is moving the existing treadmills to surplus. Bidders are invited to offer a credit on the purchase of new equipment to allow the City to trade in its existing equipment. Bidders are responsible for assessing the existing equipment for trade-in credit value prior to submitting a bid. When conducting assessments, the bidder shall note that only the following existing equipment is being offered as surplus. If an offered credit is accepted by the City, the successful bidder shall schedule removal of existing equipment to coordinate with the installation of the new equipment.

Existing Equipment

- Four (4) True TCS-800 Treadmills
 - Serial Numbers:
 - 11-TCS800289E
 - 11-TCS800341E
 - 11-TCS800452F
 - 11-TCS800202C
 - Approximately six (6) years old

D. Documentation

The successful bidder shall include all documents, manuals, parts lists, and other printed material relating to the operation and maintenance of the equipment with the delivery of the vehicle. Digital format is acceptable.

E. Business License Requirements

In order to deliver into City limits, the successful bidder will be required to have an Orange Beach Business License. Contact the Orange Beach Finance Department at 251-981-6096 for a quote or any additional information.

F. Insurance Requirements

Worker’s Compensation Insurance

The successful bidder shall obtain and maintain statutory Worker’s Compensation Insurance and Employer’s Liability Coverage covering all workers involved in the Scope of Work with minimum limits of \$500,000 each accident, \$500,000 disease limits, and \$500,000 each employee.

Comprehensive General Liability Insurance

The successful bidder shall carry public and property damage insurance which shall include bodily injury and accidental death to any person and subject at the minimum limits set forth below:

| | | |
|------------------|------------------------|----------------------------|
| Public Liability | \$1,000,000 per person | \$2,000,000 per occurrence |
| Property Damage | \$1,000,000 per person | \$2,000,000 aggregate |

Comprehensive Automobile Liability Insurance

The successful bidder shall maintain Comprehensive Automobile Liability Insurance Coverage in the amounts not less than the minimum limits set forth below:

| | |
|--------------------------------|--------------------------|
| Bodily Injury, including Death | \$1,000,000 per person |
| Property Damage | \$1,000,000 per accident |

Owner’s Protective Insurance

The successful bidder shall obtain and maintain an Owner’s Protective Insurance Policy with the City of Orange Beach named as Additionally Insured with liability limits not less than the minimum limits set forth below:

| | | |
|--------------------------------|----------------------------|----------------------------|
| Bodily Injury, including Death | \$1,000,000 per person | \$2,000,000 per occurrence |
| Property Damage | \$1,000,000 per occurrence | \$2,000,000 aggregate |

Evidence of Coverages

The successful bidder shall provide to the City of Orange Beach evidence of insurance in the form of a duly executed Certificate of Insurance, evidencing the above insurance, with all carriers approved to do business in the State of Alabama.

Original to: City of Orange Beach, Alabama
Attn: City Clerk
P.O. Box 458
Orange Beach, AL 36561
Fax (251) 981-6981

G. Indemnification

The successful bidder shall indemnify, defend, and hold harmless City of Orange Beach and all City Officers, agents, and employees against all claims, demands, damages, and expense (including reasonable attorneys' fees for the defense thereof) for loss of life or injury or damage to person(s) or property arising from a negligent act or omission, operation, or work of the vendor, its agents, or employees while engaged upon or in connection with the services performed by the successful bidder hereunder.

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, 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@cityoforangebeach.com).
- 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.
- 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 CONTRACT

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 A contract may be canceled for non-performance.
- 10.5 No items are to be shipped or delivered until receipt of an official purchase order from the City of Orange Beach.
- 10.6 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.

11.0 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.

12.0 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@cityoforangebeach.com.

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: _____