



PUBLIC NOTICE

INVITATION TO BID

Sealed bids will be received, opened, and read aloud in public session for the purchase of a **WORK SKIFF** for the **CITY OF ORANGE BEACH, ALABAMA**, at **10:00 A.M. on Thursday, August 13, 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.

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 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 No bid may be withdrawn for a period of thirty (30) days after the scheduled closing date and time for the receipt of bids.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. 2020-0813

INVITATION TO BID DATE: **July 23, 2020**

BID TITLE: **Work Skiff (Coastal Resources)**

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

BIDS MUST BE RECEIVED BEFORE: **August 13, 2020 at 10:00 A.M. (Central)**

BIDS WILL BE PUBLICLY OPENED: **August 13, 2020 at 10:00 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 Wade Stevens, Operations Manager at 251-747-5510/wstevens@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 technical specifications or general bid procedures.

BID FORM -WORK SKIFF (COASTAL RESOURCES)

Item	Description	Price
1	One (1) Work Skiff Hull, no power, as specified Year: _____ / Make: _____ / Model: _____	\$ _____
2	FOB Destination: City of Orange Beach	\$ _____
3	Discount for Prepayment (Optional)	(\$ _____)
BASE BID TOTAL		\$ _____

Item	Additive Alternates	Price
4	Outboard Motor – Suzuki 4-stroke or equivalent <i>With controls, gauges, key switches, stainless steel propeller, and all other associated rigging sized to meet the performance characteristics, as specified. Pricing shall include installation of all components.</i>	\$ _____
	Year: _____ / Make: _____ / Model: _____	
5	Steering – Teleflex hydraulic steering or equivalent <i>With stainless steel steering wheel shall be provided and installed.</i>	\$ _____
6	Hull Painting <i>Prime and paint the exterior of the hull. Color to be determined.</i>	\$ _____
7	Humminbird SOLIX 12 CHIRP MEGA SI+ G2 or equivalent <i>Pricing shall include installation in the electronics box on the console top. All required accessories and cables shall be included for a fully functional navigation electronics and communications package.</i>	\$ _____
8	Raymarine Ray53 VHF radio or equivalent <i>With antenna to be installed in the electronics box on the console top. All required accessories and cables for a fully functional navigation electronics and communications package shall be included.</i>	\$ _____
9	Aluminum trailer sized appropriately for the vessel <i>Disc brakes, LED lighting, and spare wheel shall be included.</i>	\$ _____
BASE BID + ADDITIVE ALTERNATES TOTAL		\$ _____

Days to Deliver after Receipt of Purchase Order: _____

Note: Vendors may submit more than one bid. Use additional bid forms if you choose to bid more than one option for any line item. Lump sum bid pricing shall be firm, net, delivered pricing.

City of Orange Beach

A L A O B A M A
Life is better here

Warranty Description: _____

Manufacturer warranties shall be provided in writing and shall specify any and all exclusions, including parts and labor. 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 vessel 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: _____

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

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

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 a Work Skiff per the following bid specifications to the Orange Beach Coastal Resources Department.

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 items 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. Design Standards

- a. This vessel shall conform to United States Coast Guard (USCG) standards and regulations for design, construction, safety, and other applicable USCG standards.
- b. The vessel shall conform to American Boat and Yacht Council (ABYC) standards for design, construction, product performance, and any other applicable ABYC standards.
- c. The vessel shall conform to American Bureau of Shipping Standards if and where applicable.

2. Vessel Dimensions

- a. Overall length shall be not less than 24 feet and not more than 26 feet measured from bow to transom exclusive of any engine mounting platform or bracket.
- b. Beam shall be not less than 102 inches.
- c. Draft light ship.
- d. Unloaded freeboard shall be between 18 inches minimum and 24 inches maximum.

3. Performance Characteristics

- a. Minimum speed unloaded – 30 knots
- b. Range – 80 nautical miles at maximum capacity and cruising speed

4. Operational Area

- a. The operational area for this vessel will be in the waterways surrounding Orange Beach, Alabama, including bays, intercoastal waterways and the Gulf of Mexico. The vessel will be required to operate in a variety of conditions subject to location and weather impacts. The vessel will primarily operate in protected waters and not subjected to rough sea conditions.

5. Vessel Construction

- a. The Work Skiff shall be entirely constructed of aluminum with the strength and corrosion resistance for use in a saltwater marine environment. The use of wood, steel, fiberglass, or materials other than aluminum shall not be permitted in the construction of the vessel.
- b. Minimum hull and side thickness shall be 0.1875 inch 5086 aluminum plate

- c. Minimum deck thickness shall be 0.1875 inch 5086 aluminum plate and coated with a durable marine grade non-skid coating. Color of the deck shall be gray.
- d. All seams below the waterline shall be fully welded inside and out.
- e. Any structure welded to the hull below the waterline shall be fully welded both sides; no stitch welding below the waterline.
- f. Two (2) full length heavy duty D rubber or equivalent rub rail shall be provided that runs from bow to stern.
- g. Hatches shall be provided as needed for personnel access to below deck spaces for inspection and maintenance if applicable.
- h. The bow of the vessel shall be equipped with a platform that measures the full width of the vessel and between 42 inches and not more than 48 inches from the bow. There shall be a standard swivel seat pedestal in the center of the platform.
- 1) The space below the platform shall be accessible through a locking compartment door for storage and drain directly to the deck.
- i. Six (6) cast aluminum cleats sized appropriately for the vessel shall be provided.
- j. Two (2) push bumpers with heavy duty D rubber shall be installed on the bow of the vessel. The push bumpers should extend no more than 10 inches in all directions from the vessel rub rail.
- k. One (1) Garelick, or equivalent, removable 36 inch 3-step heavy duty rated (400 pound rated) sport/dive ladders to accommodate safe recovery of personnel shall be installed on the stern/engine mounting platform. Storage brackets for the ladder when not in use shall be included.
- l. Trim tabs or interceptors shall be provided if necessary to meet anticipated performance requirements of the vessel. Bidders shall state if required and propose a solution.
- m. Anodes based on manufacturers design requirements to prevent damage to the vessel.
- n. The hull and all compartments shall be equipped with manual plug style drains
- o. The hull shall be equipped with welded transducer mounting brackets at the stern for electronics, to be determined.

6. Bilge Pumps and Alarm Systems

- a. All bilge pumps shall be a minimum Rule 2000 gph bilge pumps and shall be installed with Ultra Safety Systems float switch.
- b. The total number of bilge pumps will be determined based on the design of the vessel and the number of watertight compartments below decks if present. There shall be at least one (1) bilge pump in each compartment and a minimum of two (2) total bilge pumps.
- c. All bilge pump electrical connections shall be made in NEMA boxes using ring terminal connectors and terminal strips. No spliced cables are to be used in the bilge area.
- d. Bilge hoses shall be routed to a welded-in thru hull discharge fitting designed in accordance with ABYC guidelines.
- e. Bilge pumps shall be arranged to best prevent malfunctions and clogging due to sediment and debris in the well.

7. Center Console

- a. There shall be a center console placed aft of centerline and centered port to starboard. The console shall have a seating bench located on the front side with storage beneath accessed through a lockable hatch.

- b. Access shall be provided through at least one side of the console for storage and maintenance. There shall be a lockable door provided.
- c. The console shall be constructed of 0.1875 inch aluminum at a minimum
- d. The flooring shall be coated with a durable marine grade non-skid coating, gray in color.
- e. Padded bench seating/leaning post with storage shall be provided and sized to accommodate two (2) occupants/operators. A footrest shall be provided on the console.
- f. T-top/cover – An aluminum top shall be provided that extends just forward of the front console bench, all the way aft to the transom, and the full width of the vessel. The top shall attach to the console and the outboard corners of the transom, if required, leaving a clear and unobstructed work area and path from the transom forward at the gunnels. The top shall include a lockable overhead compartment with DC power for storage and mounting of electronics. The top shall include an adequate area to mount both radio antennae and spotlight in appropriate locations.

8. Fuel System

- a. A fuel tank shall be installed compliant with current USCG and EPA emissions rules. Tank to be constructed out of 0.25 inch aluminum plate. The tank bottom and sides shall be formed out of a single plate to minimize corner seams. Tank shall be independent of the hull structure (not integral) and supported on pads to prevent chafing and corrosion. Tank shall be sized in accordance with the range requirements as specified.
- b. Fuel fill and vents shall be located to provide for ease of filling and to prevent the accidental discharge of fuel into the environment.
- c. The fuel tank shall be designed for accessibility to fittings and sending units for future maintenance and repair. There shall also be a sealed access hatch shall be provided for access and removal of the tank.
- d. Fuel Pick-Ups shall be made and be sized in accordance with the OEM guidelines. Dissimilar metals should be isolated appropriately if necessary.
- e. All tanks shall be built and pressure tested to meet USCG regulations.
- f. Fuel System Hoses – Fuel fill and vent hoses shall be USCG Type A2 and meet the requirements of SAE J5127. Fuel distribution hoses shall be USCG Type A1-15 and meet the requirements of SAE J5127.

9. DC Electrical

- a. Batteries
 - 1) Sealed AGM batteries to be provided for the engine and shall be sized in accordance with OEM installation requirements. In addition, there shall be one sealed AGM console battery at a minimum to provide for all console and accessory loads.
 - 2) Batteries shall be stored in plastic battery boxes, properly secured, and located in an appropriately ventilated compartment or area.
 - 3) All batteries shall have a means for disconnect and emergency paralleling via a battery switch.
 - 4) Starting Batteries shall be charged by their respective engine's alternators. Accessory battery shall be charged from an isolated charging lead from a propulsion engine alternator.
- b. The DC Distribution system shall be configured in accordance with ABYC requirements. All conductors shall be the size and type appropriate for their respective environments and loads. DC Circuit protection shall be provided in accordance with ABYC requirements and include at a minimum include enough circuit breakers in the panel to account for all vessel DC loads plus a minimum of 4 spares.
- c. Lighting

- 1) Navigation lights (Hella or equivalent) – LED Navigation lights shall be provided in accordance with applicable federal regulations.
- 2) Flood lights – (4) LED Flood lights shall be installed on the cabin roof. Lights to have a minimum output of 1000 lumens each. Switched separately Port, Starboard, Forward, and Aft.
- 3) Search light – (1) GoLight Stryker LED 410,000 cd or equivalent, shall be installed atop the cover to include a hard wired dash remote.
- 4) Console Lighting – Gauges and other console instrumentation shall be illuminated for night operation.
- 5) At least one LED red/white light shall be provided overhead at the console.

10. Options / Additive Alternates

The following items are to be priced separately and may be added to the final award but are not included in the minimum requirements.

- a. Outboard Motor (Suzuki 4-stroke) with controls, gauges, key switches, stainless steel propeller, and all other associated rigging sized to meet the required performance, as specified. Pricing shall include installation of all components.
- b. Steering – Teleflex hydraulic steering or equivalent with tilting helm and cables. Stainless steel steering wheel shall be provided and installed.
- c. Hull Painting – Prime and paint the interior/exterior of the hull. Color to be determined.
- d. Humminbird SOLIX 12 CHIRP MEGA SI+ G2 or equivalent to be installed in the electronics box on the console top. All required accessories and cables shall be included for a fully functional navigation electronics and communications package.
- e. Raymarine Ray53 VHF radio or equivalent with antenna to be installed in the electronics box on the console top. All required accessories and cables shall be included for a fully functional navigation electronics and communications package.
- f. An aluminum trailer sized appropriately for the vessel. Disc brakes, LED lighting, and a spare wheel are to be included.

11. Documentation

- a. The vendor shall provide a technical data package, printed and digital, that includes (as applicable), but is not limited to, the following technical information (all drawings shall be clearly labeled and include a list of installed equipment and parts):
 - 1) Profile and General Arrangement Drawings
 - 2) Control Station Arrangements (helm, radio flap, etc.)
 - 3) Hull Assembly
 - 4) Below Deck (Penetrations, Piping, Foundations, and Rigging Tubes)
 - 5) Fuel Tank Construction

12. Warranty

- a. 5 year hull and structure
- b. Manufacturer's warranty for all installed equipment on barge
- c. Full Warranty Statement must be included with proposal

D. Pricing

Lump sum bid pricing shall be firm, net, delivered pricing. The City of Orange Beach is tax exempt.

E. Performance Bond

If the City chooses the option to prepay, a performance bond in a form and with terms approved by the City in an amount not less than 100% of the contract price will be required from the successful bidder within ten (10) days after award.

F. Title Application

Vehicle and equipment titles shall be issued to:

City of Orange Beach
PO Box 458 / 4099 Orange Beach Boulevard
Orange Beach, AL 36561

G. Delivery and Acceptance

Bid award and acceptance of equipment shall be contingent upon sea trial and evaluation by a representative of the City's choice. Delivery terms shall be FOB destination, freight prepaid and allowed. Deliver to Address:

City of Orange Beach
Coastal Resources- Beach Barn
3241 Orange Beach Boulevard
Orange Beach, AL 36561

H. 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.

I. Business License Requirements

If delivering 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. A business license for the vendor is not required if third party shipping is used.

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@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.
- 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.

ADDITIONAL TERMS RELATING TO PURCHASES WITH FEDERAL GRANT AWARDS

1. FEDERAL GRANT FUNDING

This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE

No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION

Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. I Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE / TERMINATION OF CONTRACT

a. Immediate Termination

This bid award is subject to the appropriation and availability of City funding. The bid award will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted, or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

- i) In the event the bidder or bid awardee ("Contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;
- ii) The City determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized; and/or
- iii) The City determines that the Contractor furnished any statement, representation, or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect, or incomplete.

b. Termination for Cause

The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligation under the bid award:

c. Notice of Default

If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

- i) Immediately terminate the bid award without additional written notice;
- ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting Contractor; and/or
- iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

d. Termination upon Notice

Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following

termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

e. Payment Limitation in Event of Termination

In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the City in the event of termination.

f. Owner May Terminate for Convenience

Upon seven days written notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy of the City, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

- i) Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
- ii) Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
- iii) Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal; and
- iv) Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

g. Termination Duties

Upon receipt of notice of termination or upon request of the City, the Contractor shall:

- i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;
- ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the Contractor;
- iii) Comply with the City's instructions for the timely transfer of any active files and work product by the Contractor under the bid award;
- iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Contractor.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

a. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination.

b. During the performance of this contract, the Contractor agrees as follows:

- i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor

will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following;

- Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
- Layoff or termination;
- Rates of pay or other forms of compensation; and
- Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- iv) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions

will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR ACT / FEDERAL WATER POLLUTION CONTROL ACT

Contractor will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. (Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.) Bidder certifies that none of the facilities it uses to produce goods provided under the contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the City of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. DAVIS-BACON ACT

Contractor will comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

9. COPELAND "ANTI-KICKBACK" ACT

The Contractor will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair.)

10. ANTI-LOBBYING CERTIFICATION

- a. 2 CFR 200 - Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification.
- b. The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:
 - i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;

- iii) Contractor will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly; and
- iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person making expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

11. BEASON-HAMMON CLAUSE

By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

12. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), where applicable. (Contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5)).

13. ENERGY POLICY AND CONSERVATION ACT

If applicable, the Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

14. DEBARMENT AND SUSPENSION

All contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

15. REQUIREMENTS

All contractual requirements of the NRDA Restoration Program Funds are to be included in the contract as required including, but not limited to the following provisions:

- a. Required Federal-Aid Contract Provision
- b. The Beason-Hammon Contract Clause
- c. Termination for Cause / Breach of Contract Clause
- d. Termination of Convenience Clause
- e. Audits and Inspection, Access to Records, and Three-Year Records Retention Clause
- f. Title VI, Civil Rights of Act of 1964 Clause
- g. Conflict of Interest Clause
- h. Section 504 Rehabilitation Act of 1973 Clause
- i. Age Discrimination Act of 1975 Clause
- j. Executive Order 11246 and Equal Opportunity Clause



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.

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: _____