



## **PUBLIC NOTICE**

### **INVITATION TO BID**

Sealed bids will be received, opened, and read aloud in public session for **PEST CONTROL SERVICES** for the **CITY OF ORANGE BEACH, ALABAMA**, at **10:00 A.M. on Thursday, April 22, 2021**, 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 No bid may be withdrawn for a period of thirty (30) days after the scheduled closing date and time for the receipt of bids.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. 2021-0422**

INVITATION TO BID DATE: **March 26, 2021**

BID TITLE: **Pest Control Services**

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

BIDS MUST BE RECEIVED BEFORE: **April 22, 2021 at 10:00 A.M. (Central)**

BIDS WILL BE PUBLICLY OPENED: **April 22, 2021 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 Jeanne Fitzgibbons at 251-981-1524/jfitz@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.

**BID FORM - PEST CONTROL SERVICES**

Bidder agrees to furnish all materials, labor, and equipment as set forth herein to provide pest control services for various City of Orange Beach facilities at one lump sum price and invoiced quarterly.

<u>Facility Name</u>	<u>Street Address</u>	<u>Service Frequency</u>	<u>Annual Total</u>
Adult Activity Center	26251 Canal Road	Monthly	\$ _____
City Hall	4099 Orange Beach Boulevard	Monthly	\$ _____
Coastal Arts Center	26389 Canal Road	Monthly	\$ _____
Coastal Resources Office	4697 Walker Avenue	Monthly	\$ _____
Community Center	27235 Canal Road	Monthly	\$ _____
Community Development	4101 Orange Beach Boulevard	Monthly	\$ _____
Event Center	4671 Wharf Parkway	Monthly	\$ _____
Finance Department	4151 Orange Beach Boulevard	Monthly	\$ _____
Fire Admin Building	25853 John Snook Drive	Quarterly	\$ _____
Fire Station #1	25855 John Snook Drive	Quarterly	\$ _____
Fire Station #2	27280 Canal Road	Quarterly	\$ _____
Medical Arts Center	4223 Orange Beach Boulevard	Monthly	\$ _____
Museum	25850 John Snook Drive	Every Other Month	\$ _____
Police Department	4480 Orange Beach Boulevard	Monthly	\$ _____
Public Works	7394 Roscoe Road	Monthly	\$ _____
Recreation Center, Includes Portables	4849 Wilson Drive	Monthly	\$ _____
Sportsplex, All Buildings	4389 William Silvers Parkway	Monthly	\$ _____
Wildlife Center	4960 Walker Lane	Quarterly	\$ _____
Wind & Water Learning Center	26233 Canal Road	Monthly	\$ _____

<b>BID TOTAL</b>	\$ _____
------------------	----------

**On-Call Emergency Service Hourly Rate** \_\_\_\_\_ \$ \_\_\_\_\_

Bidder shall include a general pricing formula for any facilities that the City may add to the service schedule during the term of the contract.

**Pricing for Additional Facilities** \_\_\_\_\_ \$ \_\_\_\_\_ / each new facility

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. 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 pest control services per the following bid specifications to the City of Orange Beach. This contract includes, but is not limited to, furnishing of all materials, labor, equipment, and insurance as set forth herein to provide monthly pest control for various City of Orange Beach Facilities.

## B. Contract Term

The term of this contract shall be for one (1) year from the date of award with the option to renew for two (2) additional one (1) year terms

## C. Bid Pricing

Pricing shall be for work completed, as specified herein, except as specifically excluded. The contractor shall execute the work in accordance with the true intent of the contract documents, which is to effectively complete a first-class job without additional cost to the City, whether or not each and every item is specifically mentioned. The City of Orange Beach is tax exempt.

Pricing offered shall be firm against any increase for one year from the date of award. It shall be the Contractor's responsibility to send written notification of any requested price changes thirty (30) days in advance prior to the automatic commencement of subsequent renewal periods. The City reserves the right to grant or deny the request for a price increase

## D. Examination of Documents and Project Site

Carefully examine these specifications and the work sites. Proposals shall include all costs required to execute the work under the existing conditions. Inquiries regarding the scope of work should be directed to the Assistant to the Administrator and City Clerk, Jeanne Fitzgibbons, at 251-981-1524.

## E. Coordination

All work must be coordinated with and authorized by the City of Orange Beach. Adequate advance notice prior to any treatments is required.

Work around areas in use must be scheduled with the facility managers in order to reduce the disturbance and interruption to the minimum practicable

## F. Building Access and Working Hours

Before performing any work, the contractor shall coordinate the time, building access, and other conditions for service with the authorized personnel. All services are to be performed between 6:30 AM and 3:00 PM, Monday through Friday. Contractor shall coordinate to service occupied buildings before 8:00 AM when possible. The following is a list of the City of Orange Beach holidays.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veterans' Day
Mardi Gras Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

## G. Right to Cancel

In the event the Contractor fails to perform its service in a satisfactory manner, thirty (30) days written notice will be given to provide satisfactory service. If at that time the same unsatisfactory

conditions exist, the City of Orange Beach is free under the terms of the contract to withhold payment for all buildings until satisfactory results are obtained at each location or to cancel said contract and obtain services from other sources.

#### **H. Business License Requirements**

Attention is called to the fact that all companies performing work on this Contract must obtain a City of Orange Beach Business License. Contact the Orange Beach Finance Department at 251-981-6096 for a quote or any additional information.

#### **I. Insurance Requirements**

On or before the inception of the Agreement, and annually thereafter for the duration of the Agreement, Contractor shall maintain the following insurance policies on a primary and non-contributing basis:

##### Worker's Compensation

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Worker's Compensation insurance covering all workers involved in the Scope of Work. Contractor shall also obtain Employer's Liability insurance with minimum limits of \$500,000 Each Accident, \$500,000 Disease Limits, and \$500,000 Each Employee.

##### Commercial General Liability

Contractor shall also obtain Commercial General Liability coverage on a 20014 ISO Occurrence form or its equivalent with a minimum of \$1,000,000 combined single limit per occurrence. There shall be no endorsements attached that exclude or limit Product/Completed Operations, Contractual Liability, or Cross Liability. This policy shall endorse the City of Orange Beach as an Additional Insured using an endorsement equal or broader than CG2026 07 04 – Additional Insured; Designated Person or Organization.

A copy of this endorsement shall be attached to the Certificate of Insurance. If there is a general aggregate limit, then (option 1) the general aggregate limit shall apply separately to the project, or (option 2) the general aggregate limit shall be twice the occurrence limit.

##### Automobile Liability

Contractor shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired, and non-owned automobiles. (If Contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)

##### Commercial Umbrella

Subcontractor shall also obtain Umbrella liability over and above the limits of liability required in the Employer's Liability, General Liability, and Automobile Liability. The Umbrella coverage form will be at least as broad as the underlying policies. Additional Insured requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of underlying and Umbrella limits shall be at least \$2,000,000 per line of coverage.

##### Waiver of Subrogation

Contractor shall waive its right to subrogation on each of the policies herein. If a policy prohibits waiving subrogation rights without an endorsement, the Contractor agrees to endorse it with a Waiver of Transfer of Rights of Recovery against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which voids coverage if subrogation is waived.

In the event any work under this Project is performed by a subcontractor, the Contractor shall require all of its subcontractors to procure and maintain similar coverage as required by this Agreement.

Right to Revise or Reject

The City reserves the right to revise any insurance requirement based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject and insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage, due to its poor financial condition or failure to operate legally in the State of Alabama. In such events, City shall provide Contractor written notice of such revisions or rejections.

Evidence of Coverages

Contractor 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 and carrying a current Best's rating of no less than A6. The Description section of the Certificate shall contain reference to the Project name.

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

**J. Laws and Regulations**

Contractor's attention is directed to the fact that all applicable State laws, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over completion of the project 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.

Successful Contractor must possess a Commercial Pest Control Applicators License issued through the State of Alabama Department of Agriculture and Industries. If awarded a contract, Contractor must provide the City of Gulf Shores with a copy of license.

Within ten (10) calendar days of receipt of Notice to Proceed, the Contractor shall deliver to the City policies of insurance or insurance certificates. All policies or certificates of insurance shall be approved by the City before the successful Contractor may proceed with work.

Contractor is required to comply with the Immigration Reform and Control Act of 1986 (IRCA) which requires all individuals hired after November 6, 1986, to provide their employers with proof of citizenship or authorization to work in the United States. City may at any time request to inspect proof of citizenship. Violation shall be grounds for unilateral cancellation of this contract

# EXECUTION OF WORK

## A. Description

The “work” of this contract includes, but is not limited to the following:

1. Furnish all materials, labor, equipment, and insurance necessary to inspect and service each building as designated, or more often if necessary, to insure maximum sanitation with respect to vermin, rodents, and pigeons.
2. Treatment of all buildings shall include pest contract service for roaches, rats, mice, ants, mites, silverfish, spiders, earwigs, millipedes, centipedes, fleas, ticks, crabs, bedbugs, bees, wasps, yellow jackets. Treatment of any pest not specifically provided for herein will be undertaken at cost, should the need arise.
3. Pest control services of all buildings shall include inside premises, outside wall junctures, and grounds.
4. The management of the pest control company shall conduct an annual floor level inspection of all buildings which shall include pest conditions, sanitation, housekeeping, and maintenance conditions. A written report shall be completed and discussed with the Facility Manager.

## B. Quality Assurance

1. Unless otherwise specifically approved by the City, the Contractor shall have been successfully engaged in the business of pest control for a period of not less than three (3) years immediately prior to performing the work.
2. Contractor must be properly licensed to provide such services by governmental agencies having jurisdiction.
3. Contractor must use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work.

## C. Product Data Submittals

Within ten (10) calendar days after the Contractor has received the Notice to Proceed, the Contractor must submit:

1. Materials list of items proposed to be provided.
2. Manufacturer specifications and other data needed to prove compliance with the specified requirements.
3. Manufacturer’s recommended installation procedures, which, when approved by the Assistant to the Administrator and City Clerk, will become the basis for accepting or rejecting actual installation procedures used in work.
4. Copies of Labels and Material Safety Data Sheets for all chemicals to be used.

## D. City Facility List

<u>Facility Name</u>	<u>Street Address</u>	<u>Service Frequency</u>
Adult Activity Center	26251 Canal Road	Monthly
City Hall	4099 Orange Beach Boulevard	Monthly
Coastal Arts Center	26389 Canal Road	Monthly
Coastal Resources Office	4697 Walker Avenue	Monthly
Community Center	27235 Canal Road	Monthly



Community Development	4101 Orange Beach Boulevard	Monthly
Event Center	4671 Wharf Parkway	Monthly
Finance Department	4151 Orange Beach Boulevard	Monthly
Fire Admin Building	25853 John Snook Drive	Quarterly
Fire Station #1	25855 John Snook Drive	Quarterly
Fire Station #2	27280 Canal Road	Quarterly
Medical Arts Center	4223 Orange Beach Boulevard	Monthly
Museum	25850 John Snook Drive	Every Other Month
Police Department	4480 Orange Beach Boulevard	Monthly
Public Works	7394 Roscoe Road	Monthly
Recreation Center, Includes Portables	4849 Wilson Drive	Monthly
Sportsplex, All Buildings	4389 William Silvers Parkway	Monthly
Wildlife Center	4960 Walker Lane	Quarterly
Wind & Water Learning Center	26233 Canal Road	Monthly

**E. Product Handling**

1. Use all means necessary to protect property and buildings before, during, and after treatment, and to protect the treatment and materials of other work.
2. In the event of damage, immediately make all repairs and replacements necessary subject to approval by the Facility Manager.

**F. Materials**

1. Use working solutions as recommended by the manufacturer for pest treatment and in accordance with National Pest Control Association standards, to the extent approved by governmental agencies having jurisdiction.
2. Odorless chemicals shall be used when regular chemicals present an inconvenience to personnel or public, with consideration for meetings, conferences, seminars, public events, etc.

**G. Other Materials**

All other materials not specifically described but required for complete and proper pest control treatment shall be as selected by the Contractor subject to approval by the Assistant to the Administrator and City Clerk.

**H. Disposal of Materials**

All waste and excess materials shall be disposed of in a safe manner conforming to all Federal and State Occupational and Environmental Laws and Regulations including, but not limited to, the Occupational Safety and Health Act (OSHA), the Clean Air Act (CAA), the Clean Water Act (CWA), the Safe Drinking Water Act (SDWA), the Toxic Substances Control Act (TSCA), and Alabama Department of Environmental Management (ADEM) Regulations.

**I. Surface Conditions**

Inspection

1. Prior to all work, carefully inspect all structures and verify the conditions involved in performing the work. Note that all rodent carcasses and old baits are to be removed from the premises. Avoid damage to property and protect the public, buildings, plants, furniture, etc., which may be damaged in the process of doing work. All damage shall be at the Contractor's expense with no additional cost to the City.
2. In the event the exterminator discovers pests which are not covered by these specifications, the Facility Manager shall be notified immediately.
3. Do not dispose of any pesticides, rodenticide, or other material on City of Orange Beach property.

#### Discrepancies

4. In the event of discrepancy, immediately notify the Facility Manager.
5. Do not proceed with installation in areas of any discrepancy until all such discrepancies have been fully resolved.

### **J. Treatment**

#### Preparation

1. Properly and thoroughly prepare all areas to receive the chemicals as specified, strictly complying with the manufacturer's recommendations.

#### Application

2. Apply chemicals for pest control treatment in the concentration and quantity as recommended by the manufacturer in accordance with all applicable codes with respect to vermin, rodents, and pigeons.
3. All buildings shall be inspected inside and outside and serviced as designated to insure maximum sanitation with respect to vermin, rodents, and pigeons. (See unit prices for pigeon and reptile treatments.)
4. Should the problem be considered critical, service will be automatically increased to whatever degree may be found appropriate to cope with the situation. Provide an automatic no charge seven day follow-up if infestation is found. Follow-up will continue as long as there is infestation, regardless of designated service (monthly or quarterly).
5. Application or treatment shall be scheduled so as to offer a minimum of interference with normal operations.
6. After the buildings have been satisfactorily treated, a service ticket signed by the Facility Manager or City personnel shall be sent to the Assistant to the Administrator and City Clerk.
7. Each service ticket shall list as a minimum: the chemicals (manufacturer and quantity), areas of infestation, treatment rendered, monthly costs, dead insects, dropping sightings, etc.
8. If the building is locked or no one is present to sign for treatment, the service man shall indicate same on the ticket with the time and whether or not any service was performed. Contractor must make every effort to arrange for treatment prior to submitting bill. If any infestation occurs during the month or quarter, service shall be rendered without additional costs to the City.

### **K. Quality Assurance**

1. The Pest Control Service Schedule as approved by the Assistant to the Administrator and City Clerk shall be an integral part of the contract and will establish time and frequency for the various work under the contract.
2. If there is any work not completed on the stated scheduled date, the Assistant to the Administrator and City Clerk shall have the right to require the Contractor to expedite completion of the work by whatever means the Assistant to the Administrator and City Clerk deems appropriate and necessary.

3. The work shall be completed without additional expense to the City and payment shall be withheld until the work has been completed to the satisfaction of the Assistant to the Administrator and City Clerk.
4. Any change in the schedule shall be approved in advance by the Assistant to the Administrator and City Clerk.
5. The Assistant to the Administrator and City Clerk has authorized the site personnel to inspect the work at the respective facilities. These persons are authorized to sign the tickets prior to submittal to the Assistant to the Administrator and City Clerk for payment. No payment will be approved unless the tickets have been signed by the authorized personnel.

**L. Evaluation**

1. At the end of each year's contract, the Assistant to the Administrator and City Clerk shall schedule a meeting with the Contractor and authorized facility personnel to evaluate the performance and execution of work.
2. The Contractor shall make recommendations to the Assistant to the Administrator and City Clerk of any existing conditions within the buildings that need to be corrected to ensure all tasks can be satisfactorily completed.

**M. Payment**

The Contractor shall invoice quarterly for all work completed and duly approved by the Assistant to the Administrator and City Clerk. Payment of the contract sum shall be made within thirty (30) calendar days after receipt of the Contractor's invoice.

# 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 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@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: \_\_\_\_\_