



PUBLIC NOTICE

INVITATION TO BID

Sealed bids will be received, opened, and read aloud in public session for the purchase and installation of a **POLICE DEPARTMENT VIDEO SYSTEM** for the **CITY OF ORANGE BEACH, ALABAMA**, at **10:00 A.M. on Thursday, March 14, 2019**, at the City Hall Municipal Complex located at 4099 Orange Beach Blvd., Highway 161, Orange Beach, Alabama.

All bidders must attend a mandatory pre-bid meeting on Thursday, March 7, 2019, at 10:00 A.M. at the Orange Beach Justice Center located at 4480 Orange Beach Boulevard, Orange Beach, Alabama. Bids from bidders who do not attend this conference will be rejected.

The successful bidder will be required to obtain a business license from the City to operate within the Corporate Limits.

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 No bid may be withdrawn for a period of thirty (30) days after the scheduled closing date and time for the receipt of bids.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. 2019-0314

INVITATION TO BID DATE: **February 18, 2019**

BID TITLE: **Police Department Video System**

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

BIDS MUST BE RECEIVED BEFORE: **March 14, 2019 at 10:00 A.M. (Central)**

BIDS WILL BE PUBLICLY OPENED: **March 14, 2019 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 Sgt. Richard Springsteen at 251-981-6583/rspringsteen@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 – POLICE DEPARTMENT VIDEO SYSTEM

<u>Item</u>	<u>Est Qty</u>	<u>Description</u>	<u>Make/Model/ Product No.</u>	<u>Unit Price</u>	<u>Extended Price</u>
F-1	40	Axis Q3517-LV Network Surveillance Camera	_____	\$ _____	\$ _____
F-2	25	Axis Dome Microphone A	_____	\$ _____	\$ _____
F-3	40	Axis T94K02L Recessed Mount	_____	\$ _____	\$ _____
F-4	9	Axis Q3517-LVE Network Surveillance Camera	_____	\$ _____	\$ _____
F-5	11	Axis P1427-LE Network Surveillance Camera	_____	\$ _____	\$ _____
F-6	6	Axis T94F01M J-Box / Gang Box Plate	_____	\$ _____	\$ _____
F-7	2	Axis Q8414-LVS Network Surveillance Camera	_____	\$ _____	\$ _____
F-8	2	Milestone HM50-64TR-8 128-Channel NVR with 64TB HDD	_____	\$ _____	\$ _____
F-9	12	Milestone HMCL-4 Network Video Recorder License	_____	\$ _____	\$ _____
F-10	6	Milestone HMCP-XP Network Video Recorder License	_____	\$ _____	\$ _____
F-11	-	All software and hardware operation licenses	_____	\$ _____	\$ _____
F-10	2	Ubiquiti 48P 750W Managed Switch	_____	\$ _____	\$ _____
F-11	2	Ubiquiti 5P PoE 5-Port Router with Power over Ethernet	_____	\$ _____	\$ _____
F-12	6	Ubiquiti Fiber-TX Converter Optical Data Transport for Outdoor PoE Devices	_____	\$ _____	\$ _____
F-13	6	Ether Fiber Media Converter	_____	\$ _____	\$ _____
F-14	1	2-U Rack	_____	\$ _____	\$ _____
F-15	1	6-U Rack	_____	\$ _____	\$ _____
F-16	-	CAT6 Wiring Plenum for Connection Estimated 1,000 feet.	_____	\$ _____/foot	\$ _____
		Maintenance Agreement Term of five years, to be paid annually.	_____	\$ _____/year	\$ _____

Note: All pricing shall be firm, net, delivered pricing.

BID TOTAL (Sum of Extended Prices)	\$ _____
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Days to Deliver after Receipt of Purchase Order: _____

City of Orange Beach

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

Warranty:

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 equipment must be attached to the bid.

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

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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

Company Name	Company Representative
Street Address	Title
City, State, Zip	Phone
Federal Employer ID No. <i>(if no FEIN, enter SSN)</i>	Email
Alabama Contractors License No.	

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

BID SPECIFICATIONS

A. Background

The Orange Beach Police Department is seeking a turn-key solution for a video system for the Police Department facility known as the Orange Beach Justice Center located at 4480 Orange Beach Boulevard, Orange Beach, Alabama, 36561.

B. Scope of Work

The successful bidder shall provide the following per the following bid specifications to the Orange Beach Police Department:

- Equipment and installation of an estimated 65 cameras to designated areas throughout the Orange Beach Justice Center facility.
- Equipment and installation for the necessary servers for data collection from the new cameras. Server equipment shall comprise of at least two 64TB servers.
- Equipment, installation, and deployment of a Milestone video management system solution.
- Training for authorized personnel.
- Maintenance agreement with a term of five years paid annually.

C. Pricing

Bid total shall be firm, net, delivered pricing, and shall include the cost of all labor and materials required to complete the project, including wiring, servers, and licensing for data collection. The successful bidder shall also provide training for authorized personnel. Bid pricing shall be firm, net, delivered pricing. The City of Orange Beach is tax exempt. Unit pricing for equipment shall be honored through December 31, 2019, to allow for any adjustments.

D. Mandatory Pre-Bid Conference

All bidders must attend a mandatory pre-bid meeting on Thursday, March 7, 2019, at 10:00 A.M. at the Orange Beach Justice Center located at 4480 Orange Beach Boulevard, Orange Beach, Alabama, 36561. Bids from bidders who do not attend this conference will be rejected.

E. 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.

F. Estimated Quantities

Quantities are estimated. The City reserves the right to purchase more or less than shown. Number of cameras and other equipment are subject to change during the pre-bid conference.

G. Minimum Specifications

The equipment offered 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.

F-1. Axis Q3517-LV Network Surveillance Camera

- Dome protection against dust, vandalism, and water damage
- Color, day and night
- 5 MP
- 3072 x 1728
- Fixed iris

- Vari-focal
- Audio
- Lan 10/100
- MJPEG
- H.264
- MPEG-4 AVC
- PoE Class 3
- Infrared distance of at least 13 feet
- Estimated quantity: 40

F-2. Axis Dome Microphone A

- Microphone for V network camera
- Omni-directional
- 3.5 mm connector type
- Signal to noise ration 58 db
- Estimated quantity: 25

F-3. Axis T94K02L Recessed Mount

- Camera dome recessed mount
- Ceiling mountable
- Aluminum alloy
- Estimated quantity: 40

F-4. Axis Q3517-LVE Network Surveillance Camera

- Fixed dome
- Wired
- Outdoor
- Weatherproof and vandal-proof
- Color, day and night
- 5 MP
- 3072 x 1728
- Vari-focal
- Audio
- LAN 10/100
- MJPEG
- H.264
- MPEG-4 AVC
- DC8
- 28V
- PoE Class 3
- Infrared distance of at least 131 feet
- Estimated quantity: 9

F-5. Axis P1427-LE Network Surveillance Camera

- Outdoor
- Weatherproof
- Color, day and night
- 5 MP
- 2592 x 1944
- Auto-iris
- Vari-focal
- LAN 10/100

- Fixed
- Wired
- MJPEG
- H.264
- MPEG-4
- PoE
- Infrared distance of at least 49 feet
- Estimated quantity: 11

F-6. Axis T94F01M J-Box / Gang Box Plate

- Estimated quantity: 6

F-7. Axis Q8414-LVS Network Surveillance Camera

- Weatherproof and vandal-proof
- Color, day and night
- 1.3 MP
- 1280 x 960
- 720 P
- Vari-focal
- LAN 10/100
- MPEG-4
- MJPEG
- H.264
- PoE Plus
- Infrared distance of at least 33 feet
- Estimated quantity: 2

F-8. Milestone HM50-64TR-8 128-Channel NVR with 64TB HDD

- Up to 5 MP recording resolution
- 2-U rack-mountable
- Automatic camera discovery
- Two way audio support
- H.264
- MJPEG, MPEG-4, and MxPEG codecs
- HDMI and DVI video outputs
- Estimated quantity: 2

F-9. Milestone HMCL-4 Network Video Recorder License

- Estimated quantity: 12

F-10. Milestone HMCP-XP Network Video Recorder License

- Estimated quantity: 6

F-11. All software and hardware operation licenses

F-12. Ubiquiti 48P 750W Managed Switch

- 48x 10/100/1000
- PoE Plus
- +2x10 Gigabit SFP++2xGigabit SFP
- Rack mountable
- Estimated quantity: 2

F-13. Ubiquiti 5P PoE 5-Port Router with Power over Ethernet

- PoE combines one million packets per second routing performance with passive PoE support for network devices
- Estimated quantity: 1

F-14. Ubiquiti Fiber-TX Converter Optical Data Transport for Outdoor PoE Devices

- Estimated quantity: 6

F-15. Fiber Media Converter

- Estimated quantity: 6

F-16. 2-U Rack

- Estimated quantity: 1

F-17. 6-U Rack

- Estimated quantity: 1

F-18. CAT6 Wiring Plenum for Connection

- Minimum of 1,000 feet
- Color: Green

H. Delivery

The successful bidder shall coordinate with City staff for the offloading and delivery of equipment on site.

Delivery shall be to:

Orange Beach Justice Center
4480 Orange Beach Boulevard
Orange Beach, AL 36561

I. Coordination

All work must be coordinated with and authorized by the City of Orange Beach.

Police Department Staff Contact:

Sgt. Richard Springsteen, 251-981-6583, rspringsteen@orangebeachal.gov

J. Installation

The successful bidder shall provide complete installation, including all necessary miscellaneous cable and hardware. The successful bidder shall be responsible for complying with applicable safety requirements for his workers and others.

K. Training

Upon installation, the successful bidder shall conduct a minimum of one full day of training for the designated City staff in the proper usage, safety, and maintenance of the equipment.

L. Service/Maintenance

Local service, support, and warranty are strongly preferred. Response time is critical to the operation of the Orange Beach Justice Center. A written description of service/maintenance support, including terms, minimum response time, contact information and location of designated service representative(s), must be submitted with the bid. The term shall be for five years paid annually.

M. Warranty

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 related to the utilization of the warranty provided must be specified.

N. 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 equipment. Digital format is acceptable.

O. 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.

P. Insurance Requirements

Contractor agrees, at its sole expense, to maintain on a primary and non-contributory basis during the life of this Contract, or the performance of Work hereunder, insurance coverages, limits, and endorsements as set out below. Contractor agrees to obtain Commercial General Liability, Business Auto Liability, Worker's Compensation, and Commercial Umbrella/Excess Liability before starting the work. Contractor also agrees to undertake the obligation to insure that all subcontractors abide by these same insurance requirements.

The Contractor agrees the insurance requirements herein as well as City's review or acknowledgment is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

Commercial General Liability

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Cross Liability.

Business Automobile Liability

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned, and Hired Automobiles.

Worker's Compensation & Employer's Liability

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Worker's Compensation insurance covering **all** workers involved in the Work. (Note: Elective exemptions or coverage through an employee leasing arrangement will violate this requirement.) Subcontractor shall also obtain Employer's Liability insurance with minimum limits of \$500,000 Each Accident, \$500,000 Disease Policy Limit, and \$500,000 Each Employee.

Commercial Umbrella/Excess Liability

Contractor agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$1,000,000 Aggregate. The Contractor agrees to endorse the City as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City is automatically defined as an Additional Protected Person.

Additional Insured Endorsements

The Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage than:

- CG2010 10 01 – Additional Insured; Owners, Lessees, or Contractors, OR
- CG2010 07 04 – Additional Insured; Owners, Lessees, or Contractors; Scheduled Person or Organization endorsement

The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Orange Beach."

Waiver of Subrogation

Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City. 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.

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.

No Representation of Coverage Adequacy

The coverages, limits, or endorsements required herein protect the primary interests of the City, and the Contractor agrees in no way should these coverages, limits, or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate of Insurance

Contractor agrees to provide City a Certificate of Insurance evidencing the above coverages. If the Contractor receives a non-renewal or cancellation or other material change notice from an insurance carrier affording coverage required herein, Contractor agrees to notify the City immediately with specifics as to which coverage is no longer in compliance. The City shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new Certificate of Insurance is provided to the City evidencing the replacement coverage. The Contractor agrees the City reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City.

The Contractor agrees the Certificate(s) of Insurance shall:

- 1. Clearly indicate the City has been endorsed on the Commercial Umbrella/Excess Liability and Commercial General Liability policy as an Additional Insured. Clearly indicate the project name and project number.
- 2. Clearly indicated Certificate Holder(s) as follows:

Original to: City of Orange Beach
 Attn: City Clerk
 P.O. Box 458
 Orange Beach, AL 36561
 Fax (251) 981-1442

Q. 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.

R. Laws and Regulations

The bidder’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 construction 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.

S. Default of Contractor

In cases of default of the contractor, the City may procure the Work from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

T. Use of Premises and Removal of Debris

The Contractor expressly undertakes at Contractor's own expense:

1. To take every precaution against injuries to persons or damage to property in connection with this Project.
2. To cleanup frequently and as often and in such manner as the City may direct all refuse, rubbish, scrap materials, and debris caused by the Contractor's operations to the end that at all times the Work site shall present a neat, orderly, and workmanlike appearance.

U. Standards of Quality

The Contractor shall perform all work in a neat, durable, and craftsman-like manner. The finished work product shall be inspected for acceptance. Acceptance will be based on the highest practical degree of functional and cosmetic performance.

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.



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: _____