

PUBLIC NOTICE

INVITATION TO BID

Sealed bids will be received, opened, and read aloud in public session for the purchase of a **Used Generator** for the **ORANGE BEACH PUBLIC LIBRARY in, ORANGE BEACH ALABAMA**, at **11:00 A.M. on Tuesday, November 28th , 2017**, at the Orange Beach Public Library Director's Office, 26267 Canal Road, Orange Beach Alabama, 36561

Bid specifications may be obtained from Orange Beach Public Library, 26267 Canal Road, Orange Beach, Alabama, Monday through Friday from 9:00 a.m. until 6:00 p.m., or downloaded from the Library's website at <http://www.orangebeachlibrary.org/>

Sealed bids may be mailed or delivered directly to the Orange Beach Library 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 Steven Gillis at (251) 981-2923 or sgillis@cityoforangebeach.com with any questions.

Sealed bids must be mailed to the following address:

Orange Beach Public Library
Attention: Director
P.O. Box 1649
Orange Beach, Alabama 36561

Or hand delivered to:

Orange Beach Public Library
Attention: Director
26267 Canal Road
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 Orange Beach Public Library 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 No bid may be withdrawn for a period of thirty (30) days after the scheduled closing date and time for the receipt of bids.

INVITATION TO BID

INVITATION TO BID DATE: October 15, 2017

BID TITLE: Library Generator

PLACE OF BID OPENING: Orange Beach Public Library Director's Office, 26267 Canal Road

BIDS MUST BE RECEIVED BEFORE: November 28, 2017 at 11:00 A.M. (Central)

BIDS WILL BE PUBLICLY OPENED: November 28, 2017 at 11:00 A.M. (Central)

Sealed bids will be received by the library director 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 Orange Beach Library reserves the right to accept or reject all bids or any portion thereof. The Library 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
Orange Beach Public Library
Attention: Director
P.O. Box 1649
Orange Beach, Alabama 36561

Courier (UPS, FedEx, etc.)
Orange Beach Public Library
Attention: Director
26267 Canal Rd.
Orange Beach, Alabama 36561

1. Contact Steven Gillis, Director at 251-981-2923/sgillis@cityoforangebeach.com for questions concerning the technical specifications or questions concerning general bid procedures.

BID FORM – Library Generator

Description	Unit Price	Extended Price
Used Generator and trailer, as specified Year: _____ / Make: _____ / Model: _____	\$ _____ _____	\$ _____ _____
Installation, Calibration, and ½ Day Training	\$ _____ _____	\$ _____ _____
F.O.B. Destination: City of Orange Beach	\$ _____ _____	\$ _____ _____
	BID TOTAL	\$ _____ _____

Days to Deliver after Receipt of Purchase Order: _____

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

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

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

Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____

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

_____	_____
Company Name	Company Representative
_____	_____
Street Address	Title
_____	_____
City, State, Zip	Phone
_____	_____
Federal Employer ID No. (if no FEIN, enter SSN)	Email

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

SWORN TO AND SUBSCRIBED

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

PAGES 2, 3 & 4 MUST BE RETURNED IN SEALED BID

BID SPECIFICATIONS

A. Scope of Work

The successful bidder shall provide a trailer mounted Generator, as specified to the Orange Beach Public Library per the following bid specifications for use by the City of Orange Beach and the Orange Beach Public Library. Lump sum bid pricing shall include the cost of all equipment, fees, service, and/or handling and shipping charges.

B. Use of Brand Names in Bid

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

C. Minimum Specifications

All items shall be in good working order. 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. This bid excludes new units.

C-1. Used Diesel Generator Set: 60Hz/150kW

1. Duty Rating – Standby Power
2. Listing – UL 2200
3. Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency
4. Enclosure – Aluminum, Weather Protective, Trailer Mounted, with Exhaust System
5. Voltage – 120/208, Three Phase, Wye, 4 Wire
6. Alternator – 60 Hz, 12 Lead, Upper Broad Range, 105C
7. Exciter/Regulator – Torque Match
8. Engine Governor – Electronic, Isochronous Only
9. Display Language – English
10. Stop Switch – Emergency
11. CB or EB or TB – Left Only
12. Circuit Breaker – 600A, Left, 3P, 600/690V, SS RMS, 80%, UL/IEC
13. CB or EB or TB – Bottom Entry, Left
14. Wind Rating – 150MPH, Aluminum Housing
15. Separator – Fuel/Water
16. Engine Starter – 12 VDC Motor
17. Battery Charging Alternator – Normal Output
18. Engine Cooling – High Ambient Air Temperature
19. Shutdown – Low Coolant Level
20. Extension – Engine Coolant Drain
21. Engine Coolant – 50% Antifreeze, 50% Water Mixture
22. Coolant Heater – 120 Volt AC, Single Phase
23. Engine Air Cleaner – Heavy Duty
24. Engine Oil
25. Fuel Tank – Dual Wall Sub-Base 500 Gallon, 10 Amp Battery Charger
26. Reserve Tank
27. Battery Charger – 12 Amp, Regulated

28. Literature – English
29. Rack – Battery
30. Extension - Oil Drain
31. Common Parts Listing
32. Product Revision – M
33. Quantity – One (1)
34. Trailer- Steel, 5th wheel attachment preferred

D. Load Testing

Upon or prior to delivery, the successful bidder shall schedule a minimum of a half day for the Public Works staff to conduct a load test and be briefed on proper usage, safety, and maintenance of the equipment.

E. Service/Maintenance

Local service contract availability will be required.

F. Delivery

Delivery shall be to:

City of Orange Beach
Public Works Shop
4400 William Silvers Parkway
Orange Beach, Alabama 36561

If delivery is not possible, state the mileage to pick-up location from Orange Beach and type of towing connection required.

G. 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 generator. Digital format is acceptable.

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 Library Board. Applicability of general conditions as stated below shall be determined by the Orange Beach Library Board. All bids must be submitted on and in accordance with the instructions provided.

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 Public Library
Attention: Director
26267 Canal Rd. Orange Beach, Alabama 36561
Or downloaded from the Library's website:

<http://www.orangebeachlibrary.org/>, see "Bids"

3.0 EXAMINATION OF DOCUMENTS

- 3.1 Carefully examine the Bid Documents, Specifications, and Drawings.
- 3.2 Bids shall include all costs required to provide the requested materials.
- 3.3 No charge will be allowed for federal, state, or municipal sales and excise taxes since the City is exempt from such taxes.

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 Library Director (Steven Gillis at 251-981-2923 or sgillis@cityoforangebeach.com).
- 4.2 The Director will issue Addenda to clarify discrepancies, ambiguities, or omissions in the Specifications.
- 4.3 Addenda will be posted on the Library's website at: <http://www.orangebeachlibrary.org/>
- 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 Library 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 Library 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 Library, incomplete bids, erasures, or irregularities of any kind. Bids in which the Unit or Lump Sum prices are obviously unbalanced may be rejected. The Library 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 Library'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 Library 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 Library, or fails to make replacement of rejected articles when so requested immediately or as directed by the Library, the Orange Beach Public Library may purchase from other sources to take the place of the item rejected or not delivered. The Library 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 Orange Beach Library.
- 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 Orange Beach Library.

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;
- That all deliveries will be equal to bid samples.

12.0 PAYMENT

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

REQUIREMENTS FOR CONTRACTS AND PURCHASES

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

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

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

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

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

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

Questions about this process may be directed to Renee Eberly, City Clerk/Procurement Officer, at (251) 981-6806 or via e-mail at reberly@cityoforangebeach.com.

COMPLETED AFFIDAVIT MUST BE RETURNED IN SEALED BID.

AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of _____

County of _____

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

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

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

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

Signature of Affiant

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

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

Signature and Seal of Notary Public

My Commission Expires: _____