



PUBLIC NOTICE

INVITATION TO BID

Sealed bids will be received, opened, and read aloud in public session for **CATERING FOR DINNER THEATER** for the **CITY OF ORANGE BEACH, ALABAMA**, at **10:00 A.M. on Thursday, September 16, 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.

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 No bid may be withdrawn for a period of thirty (30) days after the scheduled closing date and time for the receipt of bids.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. 2021-0916

INVITATION TO BID DATE: **August 25, 2021**

BID TITLE: **Catering for Dinner Theater**

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

BIDS MUST BE RECEIVED BEFORE: **September 16, 2021 at 10:00 A.M. (Central)**

BIDS WILL BE PUBLICLY OPENED: **September 16, 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 Jessica Langston, Creative Director at 251-284-0558/jjlangston@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 – CATERING FOR DINNER THEATER

Bidder agrees to furnish all materials, labor, and equipment to provide catering for dinner theater performances to be held at the Orange Beach Event Center, 4671 Wharf Parkway, as specified below.

Performance dates and approximate service times:

- Thursday, October 7, 2021, 5:30 PM-10:30 PM
- Friday, October 8, 2021, 5:30 PM-10:30 PM
- Saturday, October 9, 2021, 5:30 PM-10:30 PM
- Sunday, October 10, 2021, 12:30 PM-5:30 PM

Full service shall include clean up and trash removal for each show.

<u>Description</u>	<u>Maximum Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
Plated dinner	300	\$ _____ / person	\$ _____
<ul style="list-style-type: none"> - Salad: House Salad- Mix Greens, Carrots, Red Onion, Shredded Parmesan, Tomatoes, Ranch Dressing - Entrée: Chicken Alfredo- Grilled Chicken Breast, Spinach and Peas in a Creamy Alfredo Sauce over Fettuccine with French Bread - Dessert: Assorted Cookies & Brownies - Beverages: Water, Sweet and Unsweet Tea 			
Servers	20	\$ _____ / server	\$ _____
Service Supplies	300	\$ _____ / person	\$ _____
<ul style="list-style-type: none"> - Acrylic Plates, Plastic Cups, Napkins, and Utensils 			

Maximum Total Cost per Show \$ _____

BID TOTAL (Total per Show x 4 Shows) \$ _____

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 Performing Arts Division of the City of Orange Beach's Expect Excellence Department is soliciting bids from qualified providers for catering services for a total of four (4) dinner theater performances to be held on October 7, 8, 9, and 10, 2021, per the specifications contained in this bid document. Actual show times are at 7:00 PM on October 7-9 and 2:00 PM on October 10. Shows are 2.5 hours plus a 15 minute intermission. Doors open one hour before each show with salads and drinks served at that time. Entrees shall be served at the start of the show. Dessert service shall be during intermission. Servers shall be responsible for cleanup of front of house and back of house. Vacuums will be available onsite. Audience will be reminded to tip servers at the start and end of each production. Productions will be coordinated by Jessica Langston, Creative Director (contact information on page 2).

B. Bid Pricing

Prices offered shall include the cost of all materials, labor, and equipment required to provide the catered meals as specified. The City of Orange Beach is tax exempt.

C. Bid Term

This contract will be for a one-time purchase on the specified dates.

D. Examination of Documents and Work Site

Carefully examine these specifications and the work site. Bids shall include all costs required to execute the work under the existing conditions.

E. Estimated Quantities

Quantities given are the maximum possible should every show sell out. The items listed on the bid form will be furnished at such time and in such quantities as they are required. The City reserves the right to purchase varying amounts less than the estimated quantities with no change in unit prices. It is the intent of the Creative Director to provide final meal numbers and quantity of servers needed to the Contractor on October 1, 2021, upon the close of ticket sales. The quantity of servers needed shall be based on having approximately one server for every 15 people.

F. Right to Cancel

The City of Orange Beach reserves the right to cancel the performances based on ticket sales, inclement weather, or health concerns in the sole discretion of the city. This determination will be made no later than October 4, 2021.

G. 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.

H. 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 an ISO occurrence form 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

I. 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.

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: _____