



PUBLIC NOTICE

INVITATION TO BID

Sealed bids will be received, opened, and read aloud in public session for the purchase of a **FIRE BOAT** for the **CITY OF ORANGE BEACH, ALABAMA**, at **10:00 A.M. on Thursday, February 13, 2020**, at the City Hall Municipal Complex located at 4099 Orange Beach Blvd., Highway 161, Orange Beach, Alabama.

Bid specifications may be obtained from Orange Beach City Hall, 4099 Orange Beach Blvd., Orange Beach, Alabama, Monday through Friday from 8:00 a.m. until 5:00 p.m., or downloaded from the City's website at www.orangebeachal.gov.

Sealed bids may be mailed or delivered directly to the City of Orange Beach prior to the public opening. All sealed bids must be clearly and legibly marked "SEALED BID," the bidder's name, the name of the bid, and the opening date and time. Contact Renee Eberly at (251) 981-6806 or reberly@orangebeachal.gov with any questions.

Sealed bids must be mailed to the following address:

City of Orange Beach
Attention: City Clerk
P.O. Box 458
Orange Beach, Alabama 36561

Or hand delivered to:

City of Orange Beach
Attention: City Clerk
4099 Orange Beach Blvd.
Orange Beach, Alabama 36561

Be advised that overnight delivery by express or courier to Orange Beach is not guaranteed. Faxed bids will not be accepted.

The lowest responsive, responsible bid will be accepted with key consideration based upon best value and benefit to the public. The City of Orange Beach reserves the right to reject any and all bids, to waive any irregularity in the bids received, and to accept or reject any items of the bid for the benefit of the public. No conditional bids will be accepted. No bid may be withdrawn for a period of thirty (30) days after the scheduled closing date and time for the receipt of bids.

THE CITY OF ORANGE BEACH, ALABAMA



INVITATION TO BID
Requisition No. 2020-0213

INVITATION TO BID DATE: **January 14, 2020**

BID TITLE: **Fire Boat**

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

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

BIDS WILL BE PUBLICLY OPENED: **February 13, 2020 at 10:00 A.M. (Central)**

Sealed bids will be received by the City of Orange Beach at the Office of the City Clerk located at Orange Beach City Hall until the above time and date at which time they will be opened as soon thereafter as practicable.

NOTE: For this bid to be considered responsive, all information in this section should be supplied, as appropriate, or the entire bid may be disqualified. Bid response must be in ink or typed with original signature. No errors will be corrected after bids are opened. No prices shall include State or Federal Exercise Taxes; tax exemption certificates furnished upon request. The City of Orange Beach reserves the right to accept or reject all bids or any portion thereof. The City reserves the right to require a bid bond, in which case specific information shall be provided the bid documents.

ALL BIDS MUST BE RETURNED AS FOLLOWS:

All bidders must use the bid form provided in the bid documents and show on the envelope "SEALED BID," the bid title, the bidder's name, and the opening date and time. Each bid must be in a separate envelope.

<u>U.S. Postal Service</u>	<u>Courier (UPS, FedEx, etc.)</u>
City of Orange Beach	City of Orange Beach
Attention: City Clerk	Attention: City Clerk
P.O. Box 458	4099 Orange Beach Blvd.
Orange Beach, Alabama 36561	Orange Beach, Alabama 36561

1. Contact Bruce Nelson, Battalion Chief at 251-981-1608/bnelson@orangebeachal.gov for questions concerning the technical specifications
2. Contact Renee Eberly, City Clerk/Procurement Officer at 251-981-6806/reberly@orangebeachal.gov for questions concerning technical specifications or general bid procedures.

City of
Orange Beach
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BID FORM – FIRE BOAT

Item	Description	Price
1.	One (1) Fire Boat, as specified <u>Boat</u> Year: _____ / Make: _____ / Model: _____ <u>Engines</u> Year: _____ / Make: _____ / Model: _____ Engine Hours: _____	\$ _____
2.	FOB Destination: City of Orange Beach	\$ _____
3.	Discount for Prepayment (Optional), Performance Bond Required if Prepaid	(\$ _____)
BID TOTAL		\$ _____

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

Days to Deliver after Receipt of Purchase Order: _____

Warranty Description: _____

Manufacturer warranties shall be provided in writing and shall specify any and all exclusions, including parts and labor. If such warranties are provided at additional cost, the incremental cost must be so specified. The procedure necessary to notify such warranty must be specified. Any additional charges relating to the utilization of the warranty provided must be specified.

Closest Repair/Maintenance Shop:

(Physical Address)

(City, State, Zip)

(Phone Number)

City of Orange Beach

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Documentation:

Specifications for the proposed vessel must be attached to the bid.

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

Addendum No. _____

Dated: _____

Addendum No. _____

Dated: _____

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

Company Name

Company Representative

Street Address

Title

City, State, Zip

Phone

Federal Employer ID No. (if no FEIN, enter SSN)

Email

I/we agree to furnish at the prices shown and guarantee that each offered will meet or exceed all specifications, terms and conditions, and requirements listed. This is the total price and includes all delivery or freight charges to the City of Orange Beach. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the bidder. I herein affirm that I have not been in any agreement or collusion among bidders in restraint of competition to bid at a fixed price or to refrain from bidding otherwise. By signing this contract, the company represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

SWORN TO AND SUBSCRIBED

Company Name

Authorized Signature (INK)

BEFORE ME THIS DAY OF

_____, 20____.

Mail Address

Typed Authorized Name

Notary Public

City, State, Zip

Title

Commission Expires

Phone Including Area Code

Fax Number

PAGES 3 & 4 MUST BE RETURNED IN SEALED BID

BID SPECIFICATIONS

A. Scope of Work

The successful bidder shall provide a Fire Boat per the following bid specifications to the Orange Beach Fire Department.

B. Use of Brand Names in Bid

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

C. Minimum Specifications

All items shall be new and unused. All equipment shall meet or exceed current industry standards. Item specifications listed below shall be construed as a minimum. Should manufacturer's current published data or specifications exceed these, such standards shall be considered minimum and furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

38-40 Foot Aluminum Collared Full Cabin CBRNE Fire Boat

1. GENERAL

- a. No prototype vessels are acceptable.
- b. Manufacturer must have a minimum of 25 or more vessels currently in service of the proposed model.
- c. Must provide proof of an inboard jet with PTO Fire Pump Variant built and in service
- d. RIB type boats are not acceptable.
- e. Sealed hulls are not acceptable. (Vessel must have an open center bilge.)
- f. Vessel must include a sheath wrapped foam collar with C-channel and "bolt-rope" attachment style installation.
- g. Collar cannot be a portion of the running surface or in contact with the water at any time.
- h. Collar must be considered reserved buoyancy and not inherently necessary to meet flotation requirements.
- i. Vessel shall be fully mission capable even if collar is damaged or fully removed.
- j. Vessel must have a flat sheerline from bow to stern.
- k. Vessel must have a single level flush deck from bow to stern.
- l. Vessel shall remain operational even if collar is damaged or removed.
- m. Vessel must be capable of meeting 40 knots fully loaded with full crew.
- n. 2D general arrangement drawings to be included with proposal.
- o. 3D renderings to be included with proposal.
- p. Photographs of proposed vessel shall be included with proposal.
- q. Vessel must be fully designed using 3D and CAD type software. All aluminum components shall be cut from computer automated cut files on a router. Vendor must demonstrate experience with this process and its ability to provide for proposed vessel
- r. All structure and plating must be 5086 alloy only. Manufacturer must be able to demonstrate its ability to track and guarantee alloy type.
- s. Vessel must be built using full Jig fixtures.
- t. Price will not be the only determining factor. The best value and technically acceptable vessel will be selected.
- u. Fully Designed and labeled Construction Drawings must be created and approved by Orange Beach Fire Department Prior to Commencement of Construction.
- v. All digital design, cutting, and bending construction techniques to be used.
- w. Vessel design must be reviewed and approved by a Certified PE.
- x. Vessel must include collision bulkheads.

- y. Vessel must meet ISO structure standards or better.
 - z. Manufacturer must have their own or an MOU with a warranty facility within a 500 mile radius of Orange Beach, Alabama. The facility must have the ability to travel to Orange Beach for warranty concerns. Documentation must be provided with the manufacturer's bid.
2. BASE BOAT
- a. 38' – 40' Welded aluminum collared full cabin response monohull boat
 - b. Length: 38' – 40' + Appendages, Beam: not less than 11 feet, Draft: maximum 24 inches
 - c. Deep vee hull with outer chines and lifting strakes
 - d. All welded 5086 Aluminum Alloy (5052 is not acceptable)
 - e. Hull, Sides, Stringers & Bulkheads: ¼" & 3/16"
 - f. Keel: 3/8"
 - g. Deck and Cabin: 3/16"
 - h. Transom: 3/8"
 - i. 300 Gallon Removable Fuel Tank (Minimum)
 - j. Bow eye must be integrated as part of keel (Cannot be welded)
 - k. Full Width Swim/Jet Protection platform – Slotted with non-Skid
3. PROPULSION
- a. Twin Cummins 6.7L Engines @ 550HP, Twin Disc Transmissions, and Hamilton 292 Blue Arrow Jets
 - b. Digital Controls and Gauges Package
 - c. Electronic Transmission Switches
 - d. Twin Dual Lever Digital Controls
 - e. Blue Arrow Controls
 - f. Jet Anchor
 - g. Dry Start Kit
 - h. (2) Racor Fuel Water Separator
 - i. Zip Wake Automated Interceptor Trim Tabs
4. ACCOMMODATIONS
- a. Full cabin
 - i. Forward Slanted or upright windshields are not acceptable. Windshield must slant aft.
 - b. Port and Starboard sliding side doors
 - c. All glass must be fritted and frameless glass
 - d. Overhead spotter windows (fritted and frameless)
 - e. Aft door must be full height and all glass
 - f. Large Dash with Overhead Radio Pod
 - g. (6) Overhead red/white cabin lights
 - h. (4) Cabin fans
 - i. Safety grab rails in cabin – Custom Locations
 - j. Stainless Steering Wheel
 - k. (3) Shock mitigating Seats – SHOX 2000
 - l. Work Station/Desk with Storage and map light
 - m. Bench seat with storage
 - i. EMS Size for Stokes Basket
 - ii. Tie Down points
 - iii. Storage
 - n. Anti-fatigue cabin flooring
 - o. Acoustic noise reduction materials to be used in roof and side walls
 - i. dBA to be less than 85
 - p. Self-parking Windshield Wipers (3) and washers
 - q. Folding radar arch
 - r. (2) SCBA Storage Racks, location to be determined

- s. Full height glass centerline cabin door
 - i. Hinged
 - ii. Removable without tools
 - t. Cabin must be specially designed to CBRNE Positive Pressurization Requirements
 - i. Include description of design and component specific items that will be used to meet this requirement.
 - u. CBRNE Requirement
 - i. Positive Pressure Cabin with Air filtration System – Must meet PSG CBRNE requirements
 - ii. Includes Dummy Test Filter
 - iii. CBRNE System must be capable of running off an inverter.
 - v. Custom Etched Label kit through vessel labeling major components and items
5. COATINGS AND MARKINGS
- a. 3M Safety-Walk Non-Skid
 - i. Break-Up Pattern
 - ii. Gunnels and forward Deck
 - b. SeaDeck
 - i. Swim Platform
 - ii. Aft Deck
 - c. Vinyl Hull Side Lettering
 - i. Includes Reflective Stripe
 - d. Complete Placard Label Kit for vessel accessories and options
6. HULL FENDERING SYSTEM
- a. Heavy Duty sheath-wrapped foam Wing collar
 - i. Solid Foam
 - ii. No Backing Bladder or Backing Pipe
 - iii. Foam Insert must maintain its own shape and keep outer sheath tight
 - b. Bolt rope style attachment system
 - c. Black Rub strake
 - d. Anti-fouling paint preparation behind collar
 - e. Custom Color choices & UV protection
7. HULL AND DECK FEATURES AND ACCESSORIES
- a. Low level Courtesy Lights
 - i. Exterior
 - ii. (8) Lights
 - b. Oversized cable raceway with pull cords
 - c. Foam Flotation Below Decks
 - d. Bow Anchor Locker
 - e. Stainless Steel Hardware and Latches
 - i. Isolated using tef-gel and isolating inserts
 - f. Self-bailing deck with Guttered Hatch Drains
 - g. (3) Fire Extinguishers
 - h. (8) cast welded aluminum cleats 10"
 - i. Bow bitt
 - j. Anodes
 - i. Includes Grounding Cables
 - k. (3) 3700 Bilge pumps
 - l. Removable Flag Mast with Storage
 - m. (6) Folding Dive Tank Holders, location to be determined
 - n. Dive Ladder for use on Swim Platform
 - i. Ladder to be integrated within platform

- ii. When stowed, cannot include any fitting or trip points on platform walking surface
 - o. Fully removable Swim Platform that doubles as a Jet Cover Platform
 - p. Tow post
 - i. Aluminum with Aluminum Cross Pin
 - q. Custom Grab Rail package, location/layout to be determined
 - r. Bow Push Knee
 - i. (3) Trapezoidal Rubber Strakes
 - ii. Must be integrated to vessel and collar
 - iii. Push knee must be box design
 - iv. Collar to terminate on either side of push knee box
 - v. Must include photo as proof design has been used and proven
 - vi. Bolt on knees will not be accepted
 - vii. Push knees that surround or cover the collar will not be accepted
 - s. Fire Suppression System – Engine Room
 - t. FLOCS Pump System for Engines and Transmissions
 - u. Bilge Alarm
 - v. Raw Water Washdown
 - w. Fresh Water Washdown with Tank
 - x. (4) Recessed Deck Tie Downs
 - y. Hull Side Diver Rails with Rub strakes for additional Hull Protection
 - z. Custom Bow Arrangement
 - i. Closed Bow with Custom "Doggable" hatch to be used for transfer of patient on a stokes basket from the bow into the cabin
 - ii. Must include a CAD Drawing depiction of this design
8. ELECTRICAL AND LIGHTING
- a. Battery system for four isolated battery banks
 - b. Seven Optima Blue Top Batteries
 - i. (4) Dedicated Engine Start Batteries, (2) Per Engine
 - ii. (1) House Battery
 - iii. (2) Inverter Batteries
 - c. Light bar – Mini Edge 21.5"
 - i. LED
 - d. (4) Flush Mount LED Emergency Light Beacons, location to be determined
 - e. (6) 12 Volt receptacle
 - f. Electronics Distribution Panels
 - g. Custom Blue Seas Breaker System Designed Specifically for this platform by use of an ELA
 - i. All wiring must be custom made
 - ii. All wiring must have fully terminated terminals with heat shrink labels on both ends
 - iii. All wiring must have minimum of 1" service loop on both ends
 - iv. Galvanic Isolator
 - v. Photographic Evidence of Wiring Examples to be included
 - h. Dimmer Switch Panel Lights & Compass
 - i. (8) LED Flood Light
 - j. LED navigation lights
 - k. (2) ACR RCL100 LED Spotlight
 - l. (4) 110V outlets
 - m. Shore power, battery charger, and cord
 - n. Custom Inverter Package for DC to AC Power Distribution
 - i. Inverter must be robust enough to power the entire CBRNE system and provide sufficient output to power 4 110v outlets
 - o. (2) Lumitech SeaBlaze Multi-Color Under Water Lights – or Equivalent

- i. Located on Transom
 - p. Cockpit low level lighting to be multi-colored to match underwater lights
 - q. (2) Hammond Engine Driven Air conditioning units to supply AC and Heat to cabin
 - i. Must include proof of previous use of this system to appropriately cool vessel in Alabama Gulf Coast or Similar Climate
 - r. (1) Supplemental Dockside Shore Powered AC Unit for defog and de-humidify purposes while at dock
9. ELECTRONICS AND NAVIGATION
- a. Raymarine AXIOM Pro 16 Package: (2) 16" MFD Displays, Raymarine Quantum 2 dome radar, GPS Antenna, Heading Sensor, Side Scan, 3D Imaging, and CHIRP Sounding/Dual Transducer Package
 - i. No Transom Mount Transducers are acceptable
 - b. Additional AXIOM Pro 9 Slave MFD
 - c. Raymarine Autopilot for Hamilton Blue Arrow Interface. Include P70RS Control Unit.
 - d. Install Customer Supplied FLIR
 - e. (2) VHF Radio – Raymarine VHF w/ DSC and Shakespeare Antenna
 - f. Compass, Upgraded Dimmable – Ritchie Navigator or Equivalent
 - g. Install department supplied radios and antennas
 - h. Siren and Loud-hailer Package
 - i. RaeSystems Full Spectrum CBRNE Detection Package
 - i. Gas Particulate
 - ii. Gamma and Neutron
 - j. Stereo with Speakers
 - i. Bluetooth and MP3 Capable
 - k. (2) Raymarine View Cam
 - i. Aft Deck
 - ii. Engine Room
 - l. (4) Station SetCom Wireless Headset
10. FIRE FIGHTING
- a. (2) 1500GPM Fire Pumps w/ PTO and Electric Clutch
 - i. Fully Plumbed Sea Chests
 - ii. Electric Primer
 - iii. NFPA Aluminum Piping
 - iv. Manifold Main
 - v. Electronic Controlled valves, Controls at Pump Control Station
 - vi. Fresh Water Flush System for pump and all piping
 - vii. (1) Pump per engine, Front end PTO Only
 - b. (1) Hard Wire Remote Controlled Roof Monitor
 - c. (2) Manual Monitor, with integrated storage for appliances, hose and tools.
 - i. (1) Port/Stern
 - ii. (1) Starboard Stern
 - d. (2) Foam Bucket Storage, 5 Gallon
 - e. 5" Hydrant Outlet with Storz Connection
 - f. (2) Handline Outlets, location to be determined
 - g. Pump Control System Located in Cabin at Navigator Position
11. DELIVERY AND SEA TRIALS
- a. Shrink Wrap
 - b. Vendor must provide up to one week of on-site training after delivery
 - c. Delivery to Department Location
 - d. Full "AS-Built" Drawings of Vessel and all systems
 - e. Vessel Delivery: 270 Days or Better ARO

12. WARRANTY

- a. 10 year hull and structure
- b. 1 year bow to stern
- c. Warranty response provided within 24 hours
- d. All warranty costs for parts, labor, and transportation to be covered by vendor
- e. Full Warranty Statement must be included with proposal

D. Pricing

Lump sum bid pricing shall be firm, net, delivered pricing. The City of Orange Beach is tax exempt. The City is interested in any discounts available for prepayment.

E. Performance Bond

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

F. Title Application

Vehicle and equipment titles shall be issued to:

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

G. Delivery and Acceptance

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

City of Orange Beach
Fire Station #1
25855 John Snook Drive
Orange Beach, Alabama 36561

H. Documentation

The successful bidder shall include all documents, manuals, parts lists, and other printed material relating to the operation and maintenance of the equipment with the delivery of the vehicle. Digital format is acceptable.

I. Business License Requirements

If delivering into City limits, the successful bidder will be required to have an Orange Beach Business License. Contact the Orange Beach Finance Department at 251-981-6096 for a quote or any additional information. A business license for the vendor is not required if third party shipping is used.

GENERAL INSTRUCTIONS FOR BIDDERS

1.0 INTRODUCTION

All bidders will be bound to the general conditions and requirements set forth in these general instructions and such instructions shall form an integral part of each purchase contract awarded by the Orange Beach City Council. Applicability of general conditions as stated below shall be determined by the City of Orange Beach. All bids must be submitted on and in accordance with the instructions provided by the City of Orange Beach.

2.0 BID DOCUMENTS

A complete set of Bid Documents is included herein. The date, time, and place of a bid opening will be given in the Invitation to bidders. Copies of the complete set of Bid Documents may be inspected and/or obtained at the following location:

Orange Beach City Hall
4099 Orange Beach Boulevard
Orange Beach, AL 36561

Or downloaded from the City's website:
www.orangebeachal.gov, see "Bids"

3.0 EXAMINATION OF DOCUMENTS

- 3.1 Carefully examine the Bid Documents, Specifications, Drawings, and the Work Site.
- 3.2 Bids shall include all costs required to provide the requested materials and to execute the work under the existing conditions.
- 3.3 No charge will be allowed for federal, state, or municipal sales and excise taxes since the City is exempt from such taxes.
- 3.4 Extra payments shall not be made for conditions which can be determined by examining the documents and the site.

4.0 INTERPRETATIONS AND ADDENDA

- 4.1 Should a bidder find discrepancies, ambiguities, or omissions in the Specifications, or should he/she be in doubt as to their meaning, he/she shall immediately notify the Procurement Officer (Renee Eberly at 251-981-6806 or reberly@orangebeachal.gov).
- 4.2 The Procurement Officer will issue Addenda to clarify discrepancies, ambiguities, or omissions in the Specifications.
- 4.3 Addenda will be posted on the City's website at: www.orangebeachal.gov.
- 4.4 Addenda shall become part of the bid and all bidders must acknowledge receipt of Addenda on their Bid Form or their bid will be rejected. Bidders shall be bound by all Addenda.
- 4.5 The City is not responsible for any oral instructions.

5.0 PREPARATION OF BID

- 5.1 The bid must be submitted on the Bid Form furnished. All information required by the Bid Documents must be given to constitute a complete bid.
- 5.2 The Bidder must print, in figures, without interlineations, alterations, or erasures, a Unit Price. The Bidder shall then print the total sum on the line designated as "Bid Total." The City will check the total sum printed by the Bidder, and, in case of error or discrepancy, the total sum printed by the Bidder listed in the bid shall prevail and this shall be the Contract Bid Price.

- 5.3 Prices and all information must be legible. Illegible or vague bids may be rejected.
- 5.4 All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
- 5.5 Under penalty of perjury, the Bidder certifies by signature on the Bid Form that:
 - The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, equipment, or services for the type described in the Invitation to Bid; and
 - The contents of the bid have not been communicated by the Bidder; nor to his/her best knowledge and belief by any of his/her employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

6.0 DELIVERY AND SUBMISSION OF BID

- 6.1 Each bid shall be placed, together with the Bid Bond, if applicable, in a sealed envelope. Bid envelopes must be clearly marked "SEALED BID," the Bidder's name, the title of the bid, and the opening date and time.
- 6.2 All bids received after the time stated in the Invitation to Bid will not be considered and will be returned unopened to the Bidder. The Bidder assumes risk of delay in the mail. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having bids deposited on time at the place specified.
- 6.3 The submission of a bid will be construed to mean that the Bidder is fully informed as to the extent and character of the supplies, materials, or equipment required, and as a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

7.0 MODIFICATIONS AND WITHDRAWALS OF BIDS

- 7.1 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in the space provided in bid or by attached sheets for this purpose.
- 7.2 Bids may not be modified after submittal.
- 7.3 Bidder may withdraw his/her bid, either personally or by written request, at any time prior to the scheduled bid opening time.
- 7.4 No bidder may withdraw his/her bid for a period of thirty (30) days after the bid opening.

8.0 RIGHT TO REJECT BID

Bids may be rejected if they contain any omissions, alterations of form, additions not called for, conditional bids, alternate bids unless requested by the City, incomplete bids, erasures, or irregularities of any kind. Bids in which the Unit or Lump Sum prices are obviously unbalanced may be rejected. The City reserves the right to reject any and all bids for any reason and to waive any informality or irregularity in the bids received.

9.0 BASIS OF AWARD

All purchases which are based on competitive Invitations to Bids are awarded to the lowest, responsive bidder subject to the City's right to reject any or all bids and to waive informality and irregularity in bids and bidding. In addition to price, consideration will be given to the following items when determining the lowest, responsive bidder:

- The best interests of the City of Orange Beach;
- The quality and performance of the goods or services to be supplied;

- Conformity to specifications;
- Delivery time; and
- Other unique requirements outlined in the bid request.

10.0 CONTRACT

- 10.1 The Bid Form shall constitute a contract with the successful bidder and bind the successful bidder to furnish and deliver at the prices and in accordance with the conditions of the bid.
- 10.2 The placing in the mail a notice of award or purchase order to a successful bidder, to the address given in the bid, will be considered sufficient notice of acceptance of bid.
- 10.3 If the successful bidder fails to deliver within the time specified or within reasonable times as interpreted by the City of Orange Beach, or fails to make replacement of rejected articles when so requested immediately or as directed by the City, the City of Orange Beach may purchase from other sources to take the place of the item rejected or not delivered. The City of Orange Beach reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary.
- 10.4 A contract may be canceled for non-performance.
- 10.5 No items are to be shipped or delivered until receipt of an official purchase order from the City of Orange Beach.
- 10.6 It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract of bidders right, title or interest therein, or bidders power to execute such contract to any other person, company, or corporation without the previous written consent of the City of Orange Beach.

11.0 GUARANTEES BY THE SUCCESSFUL BIDDER

The successful bidder guarantees:

- Products against defective material or workmanship and to repair or replace any damages or marring in transit;
- To furnish adequate protection from damage for all work and to repair damages of any kind for which the bidder or bidder's workers are responsible to the building, grounds, or equipment;
- To carry adequate insurance to protect the City of Orange Beach from loss of property and/or life in cases of accident, fire, or theft;
- That all deliveries will be equal to bid samples.

12.0 LAWS AND REGULATIONS

The successful bidder will be required to obtain a City of Orange Beach Business License if operating within the Corporate Limits. The Bidder's attention is directed to the fact that all applicable State Laws, Municipal Ordinances, and the Rules and Regulations of all authorities have jurisdiction and 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.

13.0 PAYMENT

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

ADDITIONAL TERMS RELATING TO PURCHASES WITH FEDERAL GRANT AWARDS

1. FEDERAL GRANT FUNDING

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

2. LOCAL VENDOR PREFERENCE

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

3. NON-DEBARMENT CERTIFICATION

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

4. REMEDY FOR NON-PERFORMANCE / TERMINATION OF CONTRACT

a. Immediate Termination

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

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

b. Termination for Cause

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

c. Notice of Default

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

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

d. Termination upon Notice

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

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

e. Payment Limitation in Event of Termination

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

f. Owner May Terminate for Convenience

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

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

g. Termination Duties

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

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

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

- a. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination.
- b. During the performance of this contract, the Contractor agrees as follows:
 - i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor

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

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

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

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

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

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

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

7. CLEAN AIR ACT / FEDERAL WATER POLLUTION CONTROL ACT

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

8. DAVIS-BACON ACT

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

9. COPELAND "ANTI-KICKBACK" ACT

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

10. ANTI-LOBBYING CERTIFICATION

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

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

11. BEASON-HAMMON CLAUSE

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

12. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

13. ENERGY POLICY AND CONSERVATION ACT

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

14. DEBARMENT AND SUSPENSION

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

15. REQUIREMENTS

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

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



REQUIREMENTS FOR CONTRACTS AND PURCHASES

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

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

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

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

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

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

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

COMPLETED AFFIDAVIT MUST BE RETURNED IN SEALED BID.



AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of _____

County of _____

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

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

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

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

Signature of Affiant

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

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

Signature and Seal of Notary Public

My Commission Expires: _____