



PUBLIC NOTICE

REQUEST FOR PROPOSALS

Sealed proposals will be received, opened, and read aloud in public session for **RESTORATION OF A WOODEN VESSEL** for the **CITY OF ORANGE BEACH, ALABAMA**, at **10:00 A.M. on Thursday, December 14, 2017**, at the City Hall Municipal Complex located at 4099 Orange Beach Blvd., Highway 161, Orange Beach, Alabama. Qualified contractors are invited to bid.

Proposal 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.cityoforangebeach.com.

Sealed proposals may be mailed or delivered directly to the City of Orange Beach prior to the public opening. All sealed proposals must be clearly and legibly marked "SEALED PROPOSAL," the proposer's name, the project name, and the opening date and time. Contact Renee Eberly at (251) 981-6806 or reberly@cityoforangebeach.com with any questions.

Sealed proposals 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 proposals will not be accepted.

The most responsive, responsible proposal 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 proposals, to waive any irregularity in the proposals received, and to accept or reject any items of the proposal for the benefit of the public. No conditional proposals will be accepted. No proposal may be withdrawn for a period of sixty (60) days after the scheduled closing date and time for the receipt of proposals.

THE CITY OF ORANGE BEACH, ALABAMA

REQUEST FOR PROPOSALS
Requisition No. 2017-1217

REQUEST FOR PROPOSAL DATE: **November 30, 2017**

PROPOSAL TITLE: **Restoration of a Wooden Vessel**

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

PROPOSAL MUST BE RECEIVED BEFORE: **December 14, 2017 at 10:00 A.M. (Central)**

PROPOSALS WILL BE PUBLICLY OPENED: **December 14, 2017 at 10:00 A.M. (Central)**

Sealed proposals 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 proposal to be considered responsive, all information in this section should be supplied, as appropriate, or the entire proposal may be disqualified. Proposal response must be in ink or typed with original signature. No errors will be corrected after proposals 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 proposals or any portion thereof.

ALL PROPOSALS MUST BE RETURNED AS FOLLOWS:

All proposers must use the proposal form and show on the envelope "SEALED PROPOSAL," the proposer's name, the project name, and the opening date and time. Each proposal 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 Randy Fitzgibbons at 251-747-0017/rfitz@obpd.org for questions concerning the technical specifications.
3. Contact Renee Eberly, City Clerk/Procurement Officer at 251-981-6806/reberly@cityoforangebeach.com for questions concerning technical specifications or general bid procedures.

All questions that require an addendum should be emailed no later than 5:00 P.M. on December 7, 2017.

PROPOSAL SPECIFICATIONS

A. City Staff Contact

The City's staff contact for this project shall be:

Randy Fitzgibbons, rfitz@obpd.org, (251) 747-0017

B. Project Description

The City of Orange Beach is seeking to restore a vintage wooden vessel known as the "Sea Duster." The Sea Duster is a 36-foot 1935 Diesel Wood Cabin Motorboat. The City would like to repair or replace all necessary parts to maintain the vessel's seaworthiness and restore the vessel to a historical vintage appearance.

C. Inspection of Vessel

The vessel, known as "Sea Duster," may be inspected at Resmondo Boat Works located at 8155 Escambia Avenue, Perdido Beach, Alabama 36530.

D. Scope of Work

1. The general scope of work shall include the following:
 - a) Plank work – bottom
 - b) Caulk work – bottom
 - c) Deck and side wall repair/replacement
 - d) Rib work – aft bottom
 - e) Prop shaft key-fit-replace and two prop nuts
 - f) Replacement of bronze thru-hull fittings and ball valves
 - g) Removal and plugging of the old exhaust outlet – port waterline
 - h) Removal of old transducers, installation of new depth transducer
 - i) Bottom painting and installation of hardware, zincs, and bonding
 - j) Worm shoe-copper repair
2. Contractor is responsible to complete this scope of work, including all labor, parts, materials, tools, supervision, and equipment necessary to complete the Work.
3. The specific items included as part of this scope of work are listed for emphasis only and are not intended to limit the scope of work in any way.
4. The Work of this contract is hereby further clarified and defined. In accordance with the nature of this contract, this clarification does not relieve the Contractor from providing all elements necessary to complete the refurbishment and restoration of the vessel. It is the Contractor's responsibility, based on their expertise and knowledge of the work, to include all items, materials, and procedures necessary to complete the execution of the work that, although not shown, can be reasonably inferred to be a part of the work.
5. Contractor is responsible to supply and install all work in accordance with all applicable codes and manufacturer and industry standards.
6. Contractor's price includes:
 - a) All taxes associated with this scope of work;
 - b) All salaried and field personnel required to complete the work;

- c) All permits and/or licenses required for this work; and
 - d) Contractor acknowledges that multiple mobilizations may be required and has accounted for all costs in the lump sum price.
7. Contractor is responsible for all material handling required to perform this scope of work.
 8. Contractor is responsible for all field measurements required to complete all installations.
 9. Contractor is responsible for all layout required to complete all installations.

E. Coordination of Work

After contract award, the Contractor shall coordinate the work schedule with the City Staff Contact. Any modifications to the scope of work or schedule shall be first approved by the City Staff Contact

F. Warranties

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

G. Disposal of Materials

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

PROPOSAL REQUIREMENTS

Each proposal submitted **MUST** include the following sections arranged in the following order:

Section A: Contractor Information

This section is to contain the completed “Contractor Information Form” included in these documents.

Section B: Pricing Sheet

This section is to contain the completed “Pricing Sheet” included in these documents. This “Pricing Sheet” is intended to provide quick comparative information regarding the cost for this project to City personnel. Please specify the services covered by the hourly labor rate. Other aspects of pricing such as fee structures, unit costs, discounts, etc., should be detailed on additional attached sheets as necessary.

Section C: Experience and References

This section is to summarize two (2) of the Contractor’s past projects which were similar to this project in terms of size and scope. The summary is to include a brief description of the project, pictures of the completed projects, the name of the client, the address of the client, and the name, title, and telephone for a contact person. Contractor must have a minimum of ten (10) years of experience building and working on wooden boats. Contractor must have a minimum of ten (10) years of experience working with fiberglass decks. Contractor must have a marine railway capable of hauling a 40-foot vessel.

Section D: Contractor’s Role

This section is to include the explanation of the work that the Contractor will do on this project and the work that the Contractor will expect the City to do. It is understood that the work of the Contractor will be finalized at the time an Agreement is developed. The purpose of this section is to obtain a general idea of how the Contractor will approach this project based on the information presented in this RFP.

SECTION A: CONTRACTOR INFORMATION FORM

Contractor Name: _____
Contact Name: _____
Title: _____
Street Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

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

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

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

I have reviewed all of the general information and specifications in the RFP, have inspected the vessel, have contacted the City regarding any needed clarifications, and submit this proposal with a full understanding of the specifications.

If selected by the City as the Contractor, I agree to abide by the terms and conditions specified in this RFP. 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.

Company Officer Name: _____
Title: _____
Signature: _____
Date: _____
Phone: _____

SECTION B: PRICING SHEET

This form is intended as a quick reference for the City to evaluate the cost of the restoration project. Detailed pricing information is required to be included, as described by "Proposal Requirements." Additional costs required by the Contractor but not covered specifically in this RFP must be included on this Pricing Sheet or additional sheets as needed.

Haul Out and Blocking Charge

\$ _____

Labor

\$ _____/Hour

Parts and Materials

Cost + _____%

SPECIAL TERMS & CONDITIONS

A. Coordination

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

Project Contacts:

Randy Fitzgibbons, (251) 747-0017, rfitz@obpd.org

B. Selection Criteria

City of Orange Beach staff will evaluate the proposals based on the following criteria:

- Compliance with RFP format and submittal requests
- Contractor experience
- Pricing and warranties offered

C. Selection Process

Each proposal received will be reviewed in accordance with the criteria stated above. One or more proposals (finalists) will be selected for further consideration. Those selected as finalists may be interviewed and allowed to present detailed information regarding the submitted proposal(s). No interview is guaranteed. Upon completion of the interviews, the successful Proposer will be selected.

City staff will then develop an Agreement with the successful Proposer and will present the Agreement to the Orange Beach City Council for approval. An award is made on execution of the written Agreement by all parties. Only the City is authorized to issue news releases relating to this RFP, its evaluation, award, and/or performance of the Agreement. In the event the City and the Contractor cannot agree on terms of an Agreement, then Agreement negotiations with the next most appropriate finalist will be made.

D. INSURANCE REQUIREMENTS

Contractor agrees to provide City a Certificate of Insurance.

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

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

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

GENERAL TERMS & CONDITIONS

- 1.0 Any proposal that is not received by the City Clerk prior to the deadline date and time set forth will not be considered.
- 2.0 The City reserves the right to: (1) accept or reject any and all proposals, and to waive any technicalities or irregularities involving any proposal; (2) negotiate Agreement terms with the Proposer(s); (3) disregard all nonconforming, non-responsive or conditional proposals; and (4) reject the responses that do not meet the City's satisfaction.
 - 2.1 The City reserves the right to accept any proposal it deems to be in its best interest.
 - 2.2 The City may choose not to make any award, to award all components to one contractor, or to combine contractors and services as it sees fit.
 - 2.3 The City is not obligated to accept the lowest bid or the most technologically advanced proposal.
- 3.0 During the evaluation process, the City reserves the right to request additional information or clarifications from those submitting proposals, and to allow corrections of errors and/or omissions.
- 4.0 Submission of a proposal indicates acceptance by the Proposer submitting the proposal of the terms, conditions, and specifications contained in this RFP.
- 5.0 The City will not pay for any information herein requested, nor is it liable for any costs incurred by those submitting proposals. The City reserves the right to select the Proposer that will best meet the needs of the City. Proposers and/or proposals that do not meet the stated requirements will be considered in noncompliance and will be disqualified unless the City waives such noncompliance.
- 6.0 No proposal may be withdrawn for a period of sixty (60) days after the deadline set for receipt of proposals.
- 7.0 All Proposers shall acknowledge receipt of any addenda to this RFP. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Changes to this RFP shall be issued only by the City in writing.
- 8.0 Under penalty of perjury, the Proposer certifies by signature on the Contractor Information Form:
 - 8.1 The Proposer has not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the Agreement. The City may, by written notice to a Proposer, cancel any award under this RFP if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise were offered or given to any representative of the City with a view toward securing an order or other favorable treatment with respect to this RFP; and
 - 8.2 The proposal has been arrived at by the Proposer independently and has been submitted without collusion with any other vendor of materials, supplies, equipment, or services for the type described in the RFP; and
 - 8.3 The contents of this proposal have not been communicated by the Proposer; or 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 Proposer.
- 9.0 This RFP, any addenda distributed by the City, and the Contractor's response to the RFP shall become part of the contractual obligation and incorporated by reference into the ensuing Agreement(s). The requirements of the RFP shall take precedence over any conflicting language that may be present in any Agreement between the City and the Contractor.
- 10.0 All proposals become property of the City and will not be returned to the Proposer.
- 11.0 Each proposal and any clarifications to that proposal shall be signed by an officer of the Proposer or a designated agent empowered to bind the Proposer in an Agreement.

- 12.0 The Proposer is responsible for proposing their best, most competitive pricing in the initial proposal, as opportunity to negotiate or resubmit pricing may not be offered at a later time.**
- 13.0 The City is exempt from taxes. No charge will be allowed for federal, state, or municipal sales and excise taxes.
- 14.0 Contractor agrees to defend, indemnify, and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments, including but not limited to those for personal injury, bodily injury, property damage, and/or death arising solely out of Contractor's or any of its agents, servants, and/or employees' negligent acts, and/or failure to act in the performance of this Agreement. Neither acceptance of the completed work nor payment therefore shall release Contractor of its obligation under this paragraph.
- 15.0 Neither party will be held responsible for nonperformance or delay caused by acts of God, natural disasters, vandalism, war, or other conditions beyond its control. Contractor shall be held accountable for manufacturer's delays in providing equipment or services proposed under this Agreement.
- 16.0 This Agreement may be amended, at any time, by mutual consent of the parties. Any amendment must be in writing and signed by authorized representatives.
- 17.0 The entire Agreement between the City and Contractor shall supersede any other verbal or written agreements. The Agreement shall include, in order of precedence, the following: the City's RFP including any addenda, Contractor's response, terms and conditions negotiated before Agreement signing, any other contractual documents.
- 18.0 The City may terminate this Agreement at its convenience by giving the other party thirty (30) days written notice. Any termination shall not relieve the City of its obligations to pay Contractor for satisfactory deliverables through the effective date of termination.
- 19.0 In cases of default by the Contractor, the City shall provide Contractor with a letter defining the area(s) where performance requirements have not been met. The Contractor shall have thirty (30) days in which to meet the Agreement requirements. If the requirements have not been met after thirty (30) days, the City has the right to cancel the Agreement without penalty. If the Agreement is cancelled due to the Contractor's failure to perform, the City shall pay the Contractor only for materials delivered and/or work performed up to cancellation. The City reserves the right to retain other parties to complete the work required under the Agreement.
- 20.0 Contractor shall be responsible for the performance of its employees, agents, and subcontractors.
- 21.0 The successful Proposer will be required to obtain a City of Orange Beach Business License if operating within the City Limits. 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.
- 22.0 In cases of default of the contractor, the City may procure the Work from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- 23.0 The Contractor may submit an Application for Payment for provided labor and materials in accordance with the accepted Unit Prices. Payment shall be made to the Contractor 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: _____