



PUBLIC NOTICE **INVITATION TO BID**

Sealed bids will be received, opened, and read aloud in public session for **ON-CALL HVAC SERVICES** for **ORANGE BEACH CITY SCHOOLS** by the **ORANGE BEACH BOARD OF EDUCATION** at **11:00 A.M. on Thursday, December 8, 2022**, at Orange Beach City Hall located at 4099 Orange Beach Blvd., Highway 161, Orange Beach, Alabama.

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

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

Sealed bids may be mailed or delivered directly to the School Board 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 Taelor Robinson at (251) 981-0168 or trobenson@orangebeachal.gov with any questions.

Sealed bids must be mailed to the following address:

Orange Beach Board of Education
Attention: Ford Handley, CSFO
P.O. Box 458
Orange Beach, Alabama 36561

Or hand delivered to:

Orange Beach Board of Education
Attention: Ford Handley, CSFO
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 School Board 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 No bid may be withdrawn for a period of thirty (30) days after the scheduled closing date and time for the receipt of bids.

ORANGE BEACH BOARD OF EDUCATION



INVITATION TO BID
Requisition No. 2022-1210-OBCS

INVITATION TO BID DATE: **November 7, 2022**

BID TITLE: **On-Call HVAC Services**

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

BIDS MUST BE RECEIVED BEFORE: **December 8, 2022 at 11:00 A.M. (Central)**

BIDS WILL BE PUBLICLY OPENED: **December 8, 2022 at 11:00 A.M. (Central)**

Sealed bids will be received by the Orange Beach Board of Education (“the Board”) 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 Board reserves the right to accept or reject all bids or any portion thereof. The Board reserves the right to require a bid bond, in which case specific information shall be provided the bid documents.

ALL BIDS MUST BE RETURNED AS FOLLOWS:

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

U.S. Postal Service
Orange Beach Board of Education
Attention: Ford Handley, CSFO
P.O. Box 458
Orange Beach, Alabama 36561

Courier (UPS, FedEx, etc.)
Orange Beach Board of Education
Attention: Ford Handley, CSFO
4099 Orange Beach Blvd.
Orange Beach, Alabama 36561

1. Contact Taelor Robinson, Buyer at 251-981-0168/trobinson@orangebeachal.gov for questions concerning the technical specifications or general bid procedures.

BID FORM – ON-CALL HVAC SERVICES

Note: Hours shall be actual hours on-site.

Item	Description	Unit	Est. Qty.	Unit Price	Total
A	Certified Sheetmetal Mechanic – Normal Hours	Hour	100	\$ _____	\$ _____
B	Certified Sheetmetal Mechanic – Nights, Holidays, Weekends	Hour	20	\$ _____	\$ _____
C	Certified A/C Mechanic – Normal Hours	Hour	500	\$ _____	\$ _____
D	Certified A/C Mechanic – Nights, Holidays, Weekends	Hour	100	\$ _____	\$ _____
E	Certified Low-Temp Refrigeration Mechanic – Normal Hours	Hour	100	\$ _____	\$ _____
F	Certified Low-Temp Refrigeration Mechanic – Nights, Holidays, Weekends	Hour	20	\$ _____	\$ _____
G	Certified Pipefitter – Normal Hours	Hour	100	\$ _____	\$ _____
H	Certified Pipefitter – Nights, Holidays, Weekends	Hour	20	\$ _____	\$ _____
I	Certified Boiler Mechanic – Normal Hours	Hour	20	\$ _____	\$ _____
J	Certified Boiler Mechanic – Nights, Holidays, Weekends	Hour	20	\$ _____	\$ _____
K	Helper – Normal Hours	Hour	100	\$ _____	\$ _____
L	Helper – Nights, Holidays, Weekends	Hour	20	\$ _____	\$ _____
M	Crew Truck	Hour	600	\$ _____	\$ _____

Subtotal A \$ _____

Item	Description	Unit	Base Amount	Contractor Markup (%)	Total
N	Materials/Parts	Lump Sum	\$10,000	_____ %	\$ _____
O	Rentals	Lump Sum	\$2,000	_____ %	\$ _____

Subtotal B \$ _____

TOTAL BID AMOUNT (Subtotal A + Subtotal B) \$ _____

Bidder must attach written documentation detailing qualifications per Section B of the Bid Specifications.

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: _____
Addendum No. _____ Dated: _____

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

The undersigned bidder acknowledges having inspected the site(s) and the conditions affecting and governing the accomplishment of the project, and proposes to furnish all materials and perform all labor, as specified, to complete the project.

Company Name

Street Address

City, State, Zip

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

Alabama Contractors License No.

Company Representative

Title

Phone

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 Orange Beach City Schools. 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

Mail Address

City, State, Zip

Phone Including Area Code

Authorized Signature (INK)

Typed Authorized Name

Title

Fax Number

Notary Public

Commission Expires

PAGES 3 & 4 MUST BE RETURNED IN SEALED BID.

BID SPECIFICATIONS

A. Scope of Work

Orange Beach Board of Education is soliciting bids for an agreement to provide on-call HVAC services requested on an as-needed basis by Orange Beach City Schools. Scheduled HVAC services shall typically be performed Monday through Friday between the hours of 7:00 AM and 4:00 PM. Other hours may be arranged on a case-by-case basis. Work may also include emergency calls that may occur at any time after hours or on holidays or weekends. Quantities shown on the bid form are estimates. Actual work will vary and no guarantee is made of the actual value of the work. HVAC Services will be provided to all facilities within the Orange Beach City School System, including Orange Beach Elementary School at 4900 South Wilson Boulevard, the Orange Beach Middle/High School at 23908 Canal Road, and the Sea, Sand, and Stars Science and Nature Center at 4900 South Wilson Boulevard.

The Contractor shall provide all required labor, tools, and equipment for the assigned task. Materials provided by the Contractor shall be billed at cost plus a designated mark-up percentage. The Contractor shall maintain and provide invoices sufficient to establish material costs with each billing.

All work shall be in accordance with the current National, State, and City Standards. All work shall be subject to inspection by Orange Beach City School officials as applicable. Any substandard work shall be replaced by the Contractor at no additional cost to Orange Beach City Schools. The Contractor must possess a current Alabama General Contractors License for HVAC work. The Contractor understands that any project or job awarded to a General Contractor does not fall within the guidelines of this annual bid.

B. Qualifications for Bidders

The Contractor shall be capable of performing all labor associated with this contract with his own work force in a timely, professional manner. Information documenting the size and qualifications of the Contractor's work force shall be provided with the bid.

The Contractor shall have at least five (5) years of successful experience with commercial HVAC services. Provide documentation of this experience with at least three (3) references and contact information.

Examples of work or capabilities for which the Contractor shall be qualified shall include but not be limited to:

- 1) Inspecting, analyzing, troubleshooting, and repairing HVAC issues.
- 2) Contractor must be able to provide service personnel properly trained and certified for repairs to HVAC fixtures and systems as needed to perform the work.
- 3) Providing preventative maintenance plans to City School staff.

All labor and materials shall be under warranty for a minimum of one year from the date of installation unless the manufacturer states otherwise for the material.

The Board reserves the right to disqualify any bidder who does not clearly demonstrate that they are fully capable and experienced to perform the work as anticipated.

C. Bid Term

This will be a one year non-exclusive contract beginning on the date of award, with the option to renew for two (2) additional one-year terms. The Board reserves the right to subcontract work as deemed in the best interest of the Board.

D. Pricing

Unit prices offered shall include the cost of all miscellaneous charges and fees. Prices offered shall be firm against any increase for a period of one year. Prior to the commencement of subsequent renewal periods, it shall be the successful bidder's responsibility to send written notification thirty (30) days in advance of any requested price changes. Orange Beach City Schools reserves the right to grant or deny the request for a price increase.

E. Award

The Orange Beach Board of Education reserves the right to award the contract to the two lowest, qualified bidders. In the event that the low bidder is unable to respond to a specific task as needed, the Board reserves the right to use the second lowest bidder as an alternate. This bid and any resulting contract does not restrict the Board from purchasing appliance repair services or products from other vendors.

F. Business License Requirements

The successful bidder will be required to obtain a City of Orange Beach Business License to operate within the corporate limits. Contact the Orange Beach Finance Department at 251-981-6096 for a quote or any additional information.

G. Insurance Requirements

Worker’s Compensation Insurance

The successful bidder shall obtain and maintain statutory Worker’s Compensation Insurance and Employer’s Liability Coverage covering all workers involved in the Scope of Work with minimum limits of \$500,000 each accident, \$500,000 disease limits, and \$500,000 each employee.

Comprehensive General Liability Insurance

The successful bidder shall carry public and property damage insurance which shall include bodily injury and accidental death to any person and subject at the minimum limits set forth below:

Public Liability	\$1,000,000 per person	\$2,000,000 per occurrence
Property Damage	\$1,000,000 per person	\$2,000,000 aggregate

Comprehensive Automobile Liability Insurance

The successful bidder shall maintain Comprehensive Automobile Liability Insurance Coverage in the amounts not less than the minimum limits set forth below:

Bodily Injury, including Death	\$1,000,000 per person
Property Damage	\$1,000,000 per accident

Owner’s Protective Insurance

The successful bidder shall obtain and maintain an Owner’s Protective Insurance Policy with the Orange Beach Board of Education named as Additionally Insured with liability limits not less than the minimum limits set forth below:

Bodily Injury, including Death	\$1,000,000 per person	\$2,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence	\$2,000,000 aggregate

Evidence of Coverages

The successful bidder shall provide to the Board 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.

Original to: Orange Beach Board of Education
Attn: Ford Handley, CSFO
P.O. Box 2799
Orange Beach, AL 36561
Fax (251) 981-6981

H. Indemnification

The successful bidder shall indemnify, defend, and hold harmless the Orange Beach Board of Education and all Orange Beach City School officers, agents, and employees against all claims, demands, damages, and expense (including reasonable attorneys’ fees for the defense thereof) for loss of life or injury or damage to person(s) or property arising from a negligent act or omission, operation, or work of the vendor, its agents, or employees while engaged upon or in connection with the services performed by the successful bidder hereunder.

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

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 School Board's website:
www.orangebeachboe.org, see "Bid Information"

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 Orange Beach Board of Education 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 Taelor Robinson at 251-981-0168 or trobinson@orangebeachal.gov).
- 4.2 The Board will issue Addenda to clarify discrepancies, ambiguities, or omissions in the Specifications.
- 4.3 Addenda will be posted on the School Board's website at: www.orangebeachboe.org.
- 4.4 Addenda shall become part of the bid and all bidders must acknowledge receipt of Addenda on their Bid Form or their bid will be rejected. Bidders shall be bound by all Addenda.
- 4.5 The Board 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. All prices submitted must be "per unit" as specified.
- 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 Board, incomplete bids, erasures, or irregularities of any kind. Bids in which the Unit or Lump Sum prices are obviously unbalanced may be rejected. The Board 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 Board'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 Orange Beach Board of Education;
- 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 Orange Beach City Schools, or fails to make replacement of rejected articles when so requested immediately or as directed by Orange Beach City Schools, Orange Beach City Schools may purchase from other sources to take the place of the item rejected or not delivered. Orange Beach City Schools 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 Orange Beach City Schools.
- 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 Orange Beach City Schools.

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 Orange Beach City Schools 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.

Vendor Requirements for Compliance with the Alabama Immigration Law

A condition for the award of a contract, bid, or grant with Orange Beach Board of Education requires that all such awarded contractors, vendors, or grantees employing one or more employees in Alabama utilize the E-Verify program. E-Verify is a federal program that verifies the employment eligibility of all newly hired employees. This requirement is placed upon vendors, contractors, and grantees to whom a contract has been awarded as a result of a competitive bid process. The compliance requirements of the Alabama Immigration Act include the following:

If your organization/entity does not employ one or more employees in the State of Alabama, you must submit the following:

1. An updated W-9 Form; and
2. A letter stating that your organization/entity DOES NOT employ one or more employees in Alabama.

If your organization/entity does employ one or more employees in the State of Alabama, you must submit the following:

1. An updated W-9 Form;
2. A copy of your E-Verify Memorandum of Understanding; and
(Visit <http://www.uscis.gov/portal/site/uscis> to enroll in E-Verify. Once enrollment is completed, the program will print the requested E-Verify Memorandum of Understanding.)
3. A signed Notice of Compliance with the Alabama Immigration Law (form attached).

**COMPLETED W-9 FORM, E-VERIFY MEMORANDUM OF UNDERSTANDING,
AND SIGNED NOTICE OF COMPLIANCE MUST BE RETURNED IN SEALED BID.**

NOTICE OF COMPLIANCE WITH ALABAMA IMMIGRATION LAW

As a Contractor, as defined in the Act, to the ORANGE BEACH BOARD OF EDUCATION (“Board”), it is critical to your relationship (future or continuing) with the Board that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act and as further amended by Act No. 2012-491.

Every contract or agreement entered into by the Board as a result of a competitive bid process from this point forward with a contractor will contain the following clause or one substantially similar:

Alabama Immigration Law Compliance Contract

Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. By signing this contract, 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.

Contractor shall enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall submit to the Board a copy of the E-Verify Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor’s enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Board from any and all losses, consequential damages, expenses (including, but not limited to, attorneys’ fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor’s failure to fulfill its obligations contained in this paragraph.

To the extent that there is no formal written contract between the Board and the Contractor, such as where business is conducted by purchase order, this document shall serve as the Alabama Immigration Compliance Contract.

Alabama Immigration Law Compliance Contract Notice Acknowledged and Agreed by Contractor whose name appears below:

Business Entity/Employer/Contractor Name

Date

Contractor Officer or Owner Signature

Contractor Officer or Owner Printed Name & Title