

Mr. Randy Wilkes
Superintendent
PO Box 2799
4544 Orange Beach Blvd.
Orange Beach, AL 36561
251.424.1730



Board Members
Mr. Randy McKinney, President
Dr. Nelson Bauer, Vice President
Mrs. Lisa Nix
Mrs. Shannon Robinson
Mr. Robert Stuart

**PUBLIC NOTICE
INVITATION TO BID**

Sealed bids will be received, opened, and read aloud in public session for Weight Equipment for Orange Beach Board of Education, Orange Beach City Schools, Orange Beach, Alabama, at 10:00 AM on Thursday, May 23, 2024, at the Orange Beach Board of Education located at 4544 Orange Beach Blvd., Highway 161, Orange Beach, Alabama.

Bid specifications may be obtained from Orange Beach Board of Education, 4544 Orange Beach Blvd., Orange Beach, Alabama, Monday through Friday from 8:00 a.m. until 4:30 p.m., or downloaded from the system's website at <https://www.orangebeachboe.org/bid-information>.

Sealed bids may be mailed or delivered directly to the Orange Beach Board of Education before 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 Teresa Hartley at (251) 424-1730 or thartley@orangebeachboe.org with any questions.

Sealed bids must be mailed to the following address:

Orange Beach Board of Education
Attention: Teresa Hartley
PO Box 2799
Orange Beach, AL 36561

Hand-delivered bids must be delivered to:

Orange Beach Board of Education
Attention: Teresa Hartley
4544 Orange Beach Blvd.
Orange Beach, AL 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 the best value and benefit to the public. The Orange Beach Board of Education reserves the right to reject any 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 No bid may be withdrawn thirty (30) days after the scheduled closing date and time for the receipt of bids.

INVITATION TO BID DATE: April 26, 2024
BID TITLE: Weight Equipment (OBCS)
PLACE OF BID OPENING: Orange Beach Board of Ed. (above address)
BIDS MUST BE RECEIVED BEFORE: May 23, 2024, at 10:00 A.M. (Central)
BIDS WILL BE PUBLICLY OPENED: May 23, 2024, at 10:00 A.M. (Central)

The Orange Beach Board of Education will receive sealed bids at the designated location above until the above time and date when 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. The bid response must be in ink or typed with the 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. Orange Beach City Schools reserves the right to accept or reject all bids or any portion thereof.

Bid Return Procedures

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 City Schools
Attention: Teresa Hartley
P.O. Box 2799
Orange Beach, Alabama 36561

Courier (UPS, FedEx, etc.)

Orange Beach City Schools

Attention: Teresa Hartley

4544 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. The City Council of Orange Beach defines a resident bidder as any business in Baldwin County.
2. Contact Teresa Hartley at 251-424-1730, thartley@orangebeachboe.org, with questions concerning the technical specifications or general bid procedures.

BID FORM - WEIGHT EQUIPMENT

1. Orange Beach Middle/High School Athletic Complex - The lump sum bid for this item shall be for the following items.

a. Full Weight Rack (Quantity of 16)

- i. 3" x 3" 7 gauge 4-sided multi-hole upright posts
- ii. Adjustment holes are 2" on the center
- iii. Laser engraved numbering for exact bar positioning
- iv. 2 - Adjustable J-hooks
- v. 2 - Adjustable bar catches
- vi. Weight and bar storage
- vii. Chin up station
- viii. 3 - Stage durable powder coat finish
- ix. 10 adjustable weight storage horns
- x. **The racks must sit precisely on the power/data floor boxes, as shown in Exhibit A.**

1. _____ Item Bid Amount

b. Solid Oak Center Platform (Quantity of 7)

- i. 6'x8'

1. _____ Item Bid Amount

c. Black Olympic Bars (Quantity of 9)

- i. 1500 lb. Test

1. _____ Item Bid Amount

d. Chrome Olympic Bars (Quantity of 7)

- i. 2000 lb. Test
- ii. Center Knurling, Needle Bearing

1. _____ Item Bid Amount

e. Logo Plate (Quantity of 16)

- i. Bridge Logo Plate for Racks

1. _____ Item Bid Amount
- f. Custom Logo Bridgeplates (Quantity of 16)
 - i. Logo for Bridgeplates
 1. _____ Item Bid Amount
- g. Logo Set Up
 1. _____ Item Bid Amount
- h. Deluxe Adjustable Workout Bench with Wheels (Quantity of 16)
 - i. 0-90 degrees
 - ii. No Pop Pins
 - iii. Foot Lever Back Pad Adjustment
 - iv. Seat Lock out Adjustment System
 - v. Wheel mounted for east movements
 - vi. The bench must stand vertically for storage.
 1. _____ Item Bid Amount
- i. Slipcover for benches with logo (Quantity of 16)
 1. _____ Item Bid Amount
- j. Embroidery Set-Up Fee
 1. _____ Item Bid Amount
- k. Solid Rubber Bumper Plates (Quantity of 16)
 - i. 45 lb.
 - ii. Black with stainless steel insert
 - iii. 2-year warranty per standard use
 1. _____ Item Bid Amount
- l. Solid Rubber Bumper Plates (Quantity of 8)
 - i. 35 lb.
 - ii. Black with stainless steel insert
 - iii. 2-year warranty per standard use
 1. _____ Item Bid Amount

- m. Solid Rubber Bumper Plates (Quantity of 8)
 - i. 25 lb.
 - ii. Black with stainless steel insert
 - iii. 2-year warranty per standard use
 - 1. _____ Item Bid Amount
- n. Solid Rubber Bumper Plates (Quantity of 2)
 - i. 10 lb.
 - ii. Black with stainless steel insert
 - iii. 2-year warranty per standard use
 - 1. _____ Item Bid Amount
- o. Olympic Rubber Grip Plates (Quantity of 48)
 - i. 45 lb.
 - 1. _____ Item Bid Amount
- p. Olympic Rubber Grip Plates (Quantity of 20)
 - i. 35 lb.
 - 1. _____ Item Bid Amount
- q. Olympic Rubber Grip Plates (Quantity of 28)
 - i. 25 lb.
 - 1. _____ Item Bid Amount
- r. Olympic Ruber Grip Plates (Quantity of 28)
 - i. 10 lb.
 - 1. _____ Item Bid Amount
- s. Olympic Ruber Grip Plates (Quantity of 28)
 - i. 5 lb.
 - 1. _____ Item Bid Amount
- t. Olympic Ruber Grip Plates (Quantity of 24)
 - i. 2.5 lb.
 - 1. _____ Item Bid Amount

- u. Glute Ham Developer with Adjustment (Quantity of 5)
 - i. Adjustable linear bearing footplate System
 - ii. Rotating Thigh Pad
 - 1. _____ Item Bid Amount
- v. Hex Rubber Dumbbell Sets (Quantity 2)
 - i. 5 lb. to 100 lb. set
 - ii. 5 lb. increments
 - iii. 20 pairs
 - iv. 2100 lb. - Total Weight
 - 1. _____ Item Bid Amount
- w. Three-tiered Dumbbell Racks (Quantity 2)
 - i. Nine ft. in length
 - ii. Holds item v. above
 - 1. _____ Item Bid Amount
- x. Kettle Bell Sets (Quantity 2)
 - i. Rubber Encase
 - ii. Chrome Handles
 - iii. 5 lb. to 50 lb. set
 - iv. 5 lb. increments
 - v. 10 pairs
 - vi. 275 lb. - Total Weight
 - 1. _____ Item Bid Amount
- y. Two-Tiered Shelve Kettle Bell Rack (Quantity 2)
 - i. Four ft. in length
 - ii. Holds item x. above
 - 1. _____ Item Bid Amount
- z. Plow Sled (Quantity 7)
 - 1. _____ Item Bid Amount

aa. Squat Assist Handles (Quantity 7)

1. _____ Item Bid Amount

bb. Transportation Fee

1. _____ Item Bid Amount

cc. Freight Charge

1. _____ Item Bid Amount

dd. Set Up and Installation

1. _____ Item Bid Amount

Total Sum of All Aspects of the Bid: _____

Branding Guide

All colors and logos shall comply with the [Orange Beach City School's branding guidelines](#). The owner reserves the right to final approval.

Anticipated Installation Date

Orange Beach City Schools' weight installation date is June 2025.

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

Company Name

Company Representative

Street Address

Title

City, State, Zip Code

Phone

Federal Employer ID No.

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 total price includes all delivery or freight charges to Orange Beach City Schools. Any attachment hereto is made, becomes 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.

Company Name

Authorized Signature (INK)

Mailing Address

Authorized Name (TYPED)

City, State, Zip Code

Title

Phone Number (INC. AREA CODE)

Email

Sworn to and subscribed before me this Day of _____, 2024.

Notary Public

Commission Expires

Bid Specifications

A. Scope of the Work

- a. Orange Beach Board of Education is soliciting bids for an agreement to provide painting services for Orange Beach City Schools.
- b. Scheduled services shall typically be performed Monday through Friday between 7:00 AM and 4:00 PM.
- c. The facilities are located on the campus of Orange Beach Middle/High School, 23908 Canal Road, Orange Beach, Alabama 36561, in the school's new athletic complex.
- d. The Contractor shall provide all required labor, tools, and equipment for the assigned task.
- e. All work will be subject to inspection by Orange Beach City School officials as applicable.
- f. The Contractor will replace any sub-standard work at no additional cost to Orange Beach City Schools.
- g. The Contractor understands that any project or job awarded does not fall within the guidelines of this annual bid.
- h. The Superintendent will select all colors for each site.
- i. The project is to be completed by July 1, 2025.

B. Qualifications for Bidders

- a. The Contractor shall be capable of performing all labor associated with this contract with his workforce in a timely, professional manner.
- b. Information documenting the size and qualifications of the Contractor's workforce may be provided with the bid.
- c. The Contractor shall have at least five (5) years of successful experience in providing strength and conditioning equipment.
- d. The Board of Education reserves the right to disqualify any bidder who does not demonstrate that they are fully capable and experienced to perform the work as anticipated.

C. Award

- a. Orange Beach Board of Education reserves the right to award the contract to the two lowest qualified bidders.
- b. If the low bidder cannot respond to a specific task as needed, Orange Beach Board of Education reserves the right to use the second lowest bidder as an alternate.

- c. This bid and any resulting contract does not restrict Orange Beach City Schools from purchasing strength and conditioning equipment from other vendors.

D. Insurance Requirements

- a. Worker's Compensation Insurance

- i. 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 for each accident, \$500,000 for disease limits, and \$500,000 for each employee.

E. Indemnification

- a. The successful bidder shall indemnify, defend, and hold harmless Orange Beach City Schools and all City Officers, agents, and employees against all claims, demands, damages, and expenses (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

A. Introduction

- a. All bidders will be bound to the general conditions and requirements outlined in these general instructions, and such instructions shall form an integral part of each purchase contract awarded by the Orange Beach Board of Education.
- b. Applicability of general conditions as stated below shall be determined by the Orange Beach Board of Education.
- c. All bids must be submitted on and in accordance with the instructions provided by Orange Beach City Schools.

B. Bid Documents

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

Orange Beach Board of Education
4544 Orange Beach Boulevard
Orange Beach, AL 36561

Or downloaded from the Board's website below.

<https://www.orangebeachboe.org>, see "Bids"

C. Examination Documents

- a. Carefully examine the Bid Documents, Specifications, Drawings, and the Work Site.
- b. Bids shall include all costs required to provide the requested materials and to execute the work under the existing conditions.
- c. Federal, state, or municipal sales and excise taxes will not be charged since Orange Beach City Schools is exempt from such taxes.
- d. Additional payments shall not be made for conditions that can be determined by examining the documents and the site.

D. Interpretations and Addenda

- a. 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 (Randy Wilkes at 251-424-1739 or rwilkes@orangebeachboe.org).

- b. The Procurement Officer will issue an Addenda to clarify the specifications' discrepancies, ambiguities, or omissions.
- c. The addenda will be posted on the City's website at <https://www.orangebeachboe.org>.
- d. An addenda becomes part of the bid, and all bidders must acknowledge receipt of the Addenda on their Bid Form, or their bid will be rejected. All Addenda bind bidders.
- e. Orange Beach City Schools is not responsible for any oral instructions.

E. Preparation of Bid

- a. The bid must be submitted using the furnished bid form. To constitute a complete bid, all information required by the Bid Documents must be provided.
- b. The Bidder must print a unit price in figures without interlineations, alterations, or erasures. All prices submitted must be "per unit" as specified.
- c. Prices and all information must be legible. Illegible or vague bids may be rejected.
- d. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
- e. Under penalty of perjury, the Bidder certifies by signature on the Bid Form that:
 - i. 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
 - ii. 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 before the official opening of the bid.

F. Delivery and Submission of the Bid

- a. 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.

- b. 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 the risk of delay in the mail. Whether sent by mail or by personal delivery, the bidder assumes responsibility for having bids deposited on time at the specified place.
 - c. 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.
- G. Modifications and Withdrawal of Bids
- a. No alteration, erasure, or addition will be made in the typewritten or printed matter. Deviations from the specifications must be outlined in the space provided in the bid or in the attached sheets for this purpose.
 - b. Bids may not be modified after submittal.
 - c. Bidder may withdraw his/her bid, either personally or by written request, at any time before the scheduled bid opening time.
 - d. No bidder may withdraw his/her bid for thirty (30) days after the bid opening.
- H. Right to Reject Bid
- a. Bids may be rejected if they contain any omissions, alterations of form, additions not called for, conditional bids, alternate bids unless requested by Orange Beach City Schools, incomplete bids, erasures, or irregularities. Bids in which the Unit or Lump Sum prices are unbalanced may be rejected. The Board reserves the right to reject any bids for any reason and to waive any informality or irregularity in the bids received.
- I. Basis of Award
- a. All purchases that are based on competitive Invitations to Bids are awarded to the lowest, responsive bidder subject to Orange Beach City Schools' 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:
 - i. The best interests of the Orange Beach City Schools;
 - ii. The quality and performance of the goods or services to be supplied;

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

J. Contract

- a. 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 bid conditions.
- b. 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.
- c. If the successful bidder fails to deliver within the time specified or within reasonable times as interpreted by Orange Beach Board of Education or fails to make replacement of rejected articles when so requested immediately or as directed by Orange Beach Board of Education, 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.
- d. A contract may be canceled for non-performance.
- e. No items will be shipped or delivered until an official purchase order from Orange Beach City Schools is received.
- f. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract of bidder's right, title, or interest therein, or the bidder's power to execute such contract to any other person, company, or corporation without the previous written consent of Orange Beach City Schools.

K. Guarantees by the Successful Bidder

- a. The successful bidder guarantees the following.
 - i. Products against defective material or workmanship and to repair or replace any damages or marring in transit;
 - ii. 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;

- iii. To carry adequate insurance to protect Orange Beach City Schools from loss of property and/or life in cases of accident, fire, or theft;
 - iv. All deliveries will be equal to any bid samples.
- L. Payment
 - a. The Bidder may submit an Application for Payment for provided materials in accordance with the accepted Unit Prices.
 - b. Payment shall be made to the Bidder within thirty (30) days of receipt and approval of

Requirements of Vendors for Compliance with the Alabama Immigration Law

- A. A condition for awarding a contract, bid, or grant with Orange Beach Board of Education requires all such awarded contractors, vendors, or grantees employing one or more employees in Alabama to utilize the E-Verify program for newly hired employees. This requirement is placed upon vendors, contractors, and grantees to which a contract has been awarded due to a competitive bid process. The compliance requirements of the Alabama Immigration Act are included below.
- B. If your organization/entity does NOT employ one or more employees in the State of Alabama, you must submit the following.
 - a. Up-to-date W-9 Form
 - b. A letter stating that your organization/entity DOES NOT employ one or more employees in Alabama.
- C. If your organization/entity DOES employ one or more employees in the State of Alabama, you must submit the following:
 - a. Up-to-date W-9 Form
 - b. Copy of your E-Verify Memorandum of Understanding. If required to comply and register, you must go to the following website to enroll in E-Verify, a federal program that verifies the employment eligibility of all newly hired employees. <http://www.uscis.gov/portal/site/uscis>. Go to the E-Verify Home Page to initiate enrollment. Once you complete the enrollment steps, the program will print the requested E-Verify Memorandum of Understanding. This is the document, a copy of which you must submit along with the Affidavit attached to this memo.
 - c. Execute and submit to the Board the attached Alabama Immigration Law Compliance Law Contract in the attached "Notice" form provided.
 - i. Please submit a W-9 Form, a copy of your E-Verify Memorandum of Understanding, and a signed copy of the attached Notice of Compliance Contract along with your bid documents.
 - ii. A COMPLETED AFFIDAVIT MUST BE RETURNED IN THE SEALED BID.

Notice of Alabama Immigration Law Compliance Requirements for Awarded Contracts or Agreements with Orange Beach Board of Education

- A. As a Contractor, as defined in the Act, to the Orange Beach CITY SCHOOLS 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.
- B. 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:
- C. Alabama Immigration Law Compliance Contract: The Contractor agrees to comply with the following fully.
 - a. 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 violate this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. The contractor shall enroll in the E-Verify Program before performing any work or continuing to perform any ongoing work, 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. The 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 the 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 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.

- D. 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.
- E. Alabama Immigration Law Compliance Contract Notice is acknowledged and agreed upon by the Contractor whose name appears below.

Owner or Sales Representative Name

Print Name/Title/Company

Please execute this and return it to the Orange Beach Board of Education.

Exhibit A



