

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 the purchase of VELOCITY BASED TRAINING EQUIPMENT for ORANGE BEACH BOARD OF EDUCATION, ORANGE BEACH CITY SCHOOLS, ORANGE BEACH, ALABAMA, at 10:00 A.M. on Monday, October 28, 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 Matthew Gray at (251) 923-4998 or mgray@orangebeachboe.org with any questions.

Sealed bids must be mailed to the following address:

Orange Beach Board of Education
Attention: Matthew Gray
PO Box 2799
Orange Beach, AL 36561

Hand-delivered bids must be delivered to:

Orange Beach Board of Education
Attention: Matthew Gray
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 Board will award the Contract pursuant to the applicable competitive bid laws of the State of Alabama. The award will be made to a responsive bidder meeting the requirements for the Contract that submits the proposal most advantageous for the Board. The Board will consider pricing in making this determination, but non-price factors to be considered include the quality of the team equipment; the economic value of the consideration offered by Contractor for certain Contractor Marketing Rights awarded in the Contract; the supplier's experience and history of successively supplying athletic and team equipment to customers similar to the Board; the supplier's experience in successfully performing contracts of the type contemplated here; the quality of service that a supplier has historically provided to its customers; and whether the supplier has the resources, ability and personnel available to successfully and timely perform the Contract.

The 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.

THE BOARD OF EDUCATION FOR THE CITY OF ORANGE BEACH, ALABAMA

INVITATION TO BID
Requisition No. 2024-0001

INVITATION TO BID DATE: October 7, 2024
BID TITLE: Velocity Based Training Equipment
PLACE OF BID OPENING: Orange Beach Board of Education, 4544 Orange Beach Blvd.
BIDS MUST BE RECEIVED BEFORE: October 28, 2024 at 10:00 A.M. (Central)
BIDS WILL BE PUBLICLY OPENED: October 28, 2024 at 10:00 A.M. (Central)

Sealed bids will be received by the Orange Beach Board of Education at the Office of the Superintendent located at Orange Beach Board of Education 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 Orange Beach Board of Education 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: Matthew Gray
P.O. Box 2799
Orange Beach, Alabama 36561

Courier (UPS, FedEx, etc.)

Orange Beach Board of
Education
Attention: Matthew Gray
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. A resident bidder is defined by the City Council of Orange Beach as any business located within Baldwin County.
2. Contact Randy Wilkes, Superintendent at 251-424-1730/rwilkes@orangebeachboe.org for questions concerning the technical specifications.
3. Contact Matthew Gray CSFO at 251-923-4998/mgray@orangebeachboe.org for questions concerning general bid procedures.

BID FORM – VELOCITY BASED TRAINING EQUIPMENT

NOTE: Quantities listed are estimated and are for informational purposes only. Totals and subtotals should only consist of adding the unit prices. Indicate "N/A" as the unit price if sizes are not available. All pricing shall include FOB Destination, Freight Prepaid and Allowed: Orange Beach Board of Education.

Exhibit A:

1. Overview

The purpose of these specifications is to establish requirements for the purchase and installation of velocity-based training equipment for **16 lifting stations (unit)**. (See previous link for actual unit.) The system must provide accurate, real-time feedback on the speed and efficiency of movements, primarily for strength training exercises, to enhance athletic performance and ensure safe lifting practices. The equipment should be compatible with existing weightlifting platforms and racks within the facility.

2. Equipment Requirements

The bid should include the following essential components for a complete velocity-based training system:

1. **Velocity Tracking Units:**
 - Units should include integrated sensors capable of accurately measuring bar speed, range of motion, and power output during lifting exercises.
 - Sensors should be compatible with both Olympic barbells and standard power racks.
 - Data collection rate should be at least 1,000 Hz for high-resolution tracking.
2. **Video Capture System:**
 - **Each unit should have integrated two cameras** to provide real-time video feedback for movement analysis.
 - The system must be capable of multi-angle video capture for detailed technique analysis.
 - The video feed should sync automatically with the velocity data collected by the sensors.
3. **Software Integration and Compatibility:**
 - The system must include software for tracking and recording athlete performance.
 - The software should allow for easy data storage, export options, and integration with existing Athlete Management Systems (AMS).
 - Real-time display of metrics such as bar speed, peak power, and velocity loss should be customizable per individual user.
4. **Display Monitors:**
 - Rack-mounted monitors (minimum 24") should be included to display live performance metrics to athletes and coaches.
 - Monitors should support HDMI or USB connections to interface with the primary tracking system.
5. **Data Storage and Cloud Access:**
 - The system should have a built-in storage capacity to hold at least 6 months of continuous data for up to 50 athletes.
 - Cloud-based storage options should be available for remote access and analysis by coaches and administrators.
6. **User Interface:**
 - The interface must be user-friendly, allowing coaches to easily track and manage multiple athletes.
 - The system should allow for customized workout templates, performance benchmarks, and personalized training sessions.

3. Performance and Accuracy Standards

- Measurement accuracy for bar speed should be within 0.01 m/s.

- Data latency should be minimal (under 50 ms) to ensure real-time feedback.
- The system should have a battery life of at least 8 hours for wireless components, if applicable.

4. Installation Requirements

- The vendor should provide a complete installation service, including mounting of sensors and display monitors, configuration of software, and initial setup of athlete profiles.
- All wiring and power requirements must comply with local electrical codes.
- Vendor must perform a site inspection prior to installation to assess compatibility with existing infrastructure.

5. Training and Support

- The bid must include an initial training session for coaches and staff on proper system use, data interpretation, and troubleshooting.
- The vendor should provide a comprehensive user manual and video tutorials.
- Ongoing technical support must be available via phone, email, and remote access for at least one year post-installation.

6. Warranty and Maintenance

- Equipment should have a minimum 2-year warranty covering all hardware and software components.
- Vendor must outline available extended warranty options.
- Annual maintenance checks should be included in the initial bid for the first two years.

7. Vendor Qualifications

- Vendor must have a proven track record in providing velocity-based training systems to educational or athletic institutions.
- At least three references from previous installations of similar scope should be provided.
- Vendor must demonstrate expertise in system integration and software customization.

8. Cost Breakdown

- The bid should include a detailed cost breakdown for each component, including:
 - Hardware
 - Software licenses
 - Installation fees
 - Training and support
 - Warranty options
 - Any additional charges (e.g., cloud storage, extended services)

<p style="font-size: 1.2em; font-weight: bold;"><u>Grand Total</u></p> <p>(Sum of all Subtotals)</p> <p style="font-size: 1.5em;">\$ _____</p>

Additional 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: _____

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 Orange Beach Board of Education. 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	Company Name	Authorized Signature (INK)
_____	_____	_____
20_____.	Mail Address	Typed Authorized Name
_____	_____	_____
Notary Public	City, State, Zip	Title
_____	_____	_____
Commission Expires	Phone Including Area Code	Fax Number

BID SPECIFICATIONS

A. Scope of Work

The successful bidder shall provide and install all velocity-based training equipment to the Athletic Complex of Orange Beach High School per the specifications listed on the Bid Form.

B. Bid Term

The initial term of this contract shall be three years from the date of award. Thereafter, the parties may extend the contract on the conditions herein for up to two (2) additional periods of one year each by mutual written agreement of the contract Representatives at least ninety (90) days before the end of the then current contract period. The initial period of the contract and any annual extension(s) collectively are referenced herein as the "Term". Notwithstanding this or any other provision in the Contract, it may terminate before the expiration of its term on the occurrence of any of the following:

a) Termination by Board for Cause. If the contractor fails to perform any material obligation in the Specifications, the contract or elsewhere in the Bidder Information materials (a "Default"), the Board may terminate the contract for cause on fourteen (14) days' advance written notice to contractor; provided that the contractor shall have a reasonable opportunity to cure or correct any Default or deficiency in its performance that is the basis of the termination for cause. This termination remedy is in addition to any other remedy or right provided to the Board in the contract or available by law that arises from a Default.

b) Termination by contractor for cause. If the Board does not perform a material obligation in the Specifications or in the contract, the contractor may terminate the contract for cause on thirty (30) days' advance written notice to the Board; provided that the Board shall have a reasonable opportunity to cure or correct any deficiency in its performance that is the basis of the proposed termination for cause.

C. Specifications for Equipment and Display of School Logos

Contractor warrants that all team equipment it supplies will be new and that the Board will receive the benefit of all manufacturer warranties against defects in material and workmanship that relate to those goods.

The respective types of team equipment supplied by the contractor shall be of premium quality and grade for each product type. The bidders understand and agree the Board will consider the quality of team equipment offered by a supplier in evaluating which bid is most favorable to the Board.

D. 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.

E. Estimated Quantities

Quantities are estimated. The Board reserves the right to purchase more or less than shown. The Board anticipates that similar quantities may also be required in subsequent contract years.

The Board reserves the right to increase or decrease the quantities of equipment shown on Exhibit A that it may require. Any such increase or decrease will not change the unit prices for the equipment that are in effect during the period when those products are supplied. Further, if the Board changes or does not purchase the estimated quantities, no allowance will be made to contractor to compensate it for any changes in its cost of operations, nor shall any such changes waive or invalidate any conditions or provisions of the contract.

Further, during the term the contractor agrees to use its best commercial efforts to supply quantities of additional types of team equipment that the Board may request that may not be listed on Exhibit A. If contractor supplies those additional types, the parties will agree in writing to the price and quantities for the supply of same, and the terms, provisions and understandings in this contract will apply with respect to the supply of

those additional types.

F. Pricing

Unit prices offered shall include the cost of all shipping and handling charges and any other applicable miscellaneous fees. The Board is tax exempt. Prices offered shall be firm against any increase for the initial three-year term. 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. The Board reserves the right to grant or deny the request for a price increase.

G. Invoicing, Payment, and Record Keeping/Audit

At a minimum, contractor shall include the following information on its invoices: (i) types and quantities of equipment supplied; (ii) dates of delivery; (iii) invoice or ticket number; (iv) contractor's calculation of the amount owed; and (v) information indicating the then current unit price (including any adjusted price then applicable) for each product per the contract. The Board will pay ½ of the total cost initially and complete payment per satisfactory installation.

Invoices should be emailed to the Board Contract Representative (or other Board representative designated in writing) and/or mailed to Mr. Matt Gray. Contractor agrees to cooperate with Board to implement any other commercially reasonable billing or payment procedures that the Board may request to promote accuracy in invoicing and timely payment to contractor.

Upon reasonable advance notice from the Board during the Term or within one year after the expiration (or earlier termination) of the contract, contractor, at its expense, agrees to produce for inspection the following records and documents (whether created or maintained in electronic, written or other form): logs, delivery reports, and information it creates, maintains, generates or utilizes with respect to the supply and delivery of equipment; records regarding invoices or calculation of amounts thereon claimed by contractor; and records regarding the performance of its obligations to the Board pursuant to the contract (collectively, the "contractor Records"). Contractor agrees that the Board may examine Contractor Records to evaluate whether the contractor has properly completed, accounted, billed for goods and performed the transactions contemplated hereunder. To facilitate any such inspection or audit, the Contractor agrees to maintain the Contractor Records during the Term and for a period of no less than one (1) year following the expiration (or earlier termination) of the contract.

H. Marketing Rights Granted to Contractor

In consideration for performing the contract and supplying team equipment for the school, Board will grant contractor the following rights during the term:

a) The exclusive right to supply team equipment for the athletic teams at the school. The Board agrees not to approve or sanction the sale of Team Equipment that is marketed by a supplier other than contractor.

Nothing herein shall limit, restrict or preclude the Board from purchasing (a) equipment or accessories needed for Alabama High School Athletic Association competition or (b) equipment or accessories not listed on Exhibit A from a supplier other than the contractor.

b) The right to represent in its advertising, marketing, commercials, and other promotional undertakings (whether on its website, online, or in any electronic, visual, audible or written form) that contractor is the exclusive supplier of team equipment for the school athletic teams.

c) The exclusive right to display signs reflecting contractor's name, marks, logo, or other marketing indicia (collectively "Marketing Indicia") on signs or banners at the following locations at the school.

I. No Waiver by Board

The Board shall not waive any of its rights under the contract except in a writing signed by its contract Representative. Further, no waiver of any breach of contract by the Board shall be construed or determined to be a waiver of any other or subsequent breach.

J. Dispute Resolution

The Contract Representatives will use their good faith efforts to resolve any dispute or claim between the parties arising from the performance or failure to perform their respective obligations under this Agreement (a "Dispute"). In the event that those Representatives are unable to amicably resolve a dispute, it will be escalated to the senior manager/official level of each party for consideration. If the Dispute cannot be resolved at the senior official level, either party may request that the dispute be mediated.

K. Indemnification

Contractor agrees to defend, indemnify, and hold harmless the Board, and its agents, employees and officials (hereinafter the "Indemnitees") from and against from and against all demands, actions, damages, judgments, expenses (including, but not limited to, attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages) (collectively herein "Claim(s)") by any third parties (including any employee, subcontractor or other representative of the Contractor, hereafter a "Contractor Representative") asserted against the Indemnitees that arise out of, relate to, result from, or are attributable to any of the following: (a) any default of the Contractor in failing to perform its responsibilities, work or operations contemplated in this Contract; (b) any defects in Team Equipment supplied hereunder; and (c) any negligent or willful act or omission by Contractor or a Contractor Representative in performance their operations related to the contract. Nothing herein shall obligate the contractor to indemnify any of the Indemnitees for Claims resulting from the negligent or willful misconduct of the Indemnitees.

L. No Subcontracting or Assignment without Consent

Without the written consent of the Board, which will not be unreasonably withheld, the contractor may not subcontract with another entity to assist the contractor to perform the services and or its obligations in this contract. If a subcontractor is approved and performs work contemplated by this contract, the contractor shall remain responsible to the Board for the actions, conduct and performance of the subcontractor (and any of its agents, employees or representatives), and any services or work performed by a subcontractor shall be considered as having been rendered by the contractor and directly provided by it. Further, the contractor may not assign this contract, or any of its rights or benefits hereunder, to any other party without prior written approval of the Board, which approval will not be unreasonably withheld. In no event will this contract be assigned to an unsuccessful bidder who was rejected because it was not a responsive or responsible bidder.

M. Exclusion of Consequential Damages

Notwithstanding any other provision in this agreement, the contractor agrees that, in the event it makes or asserts any claim, demand or action of any type against the board arising from its alleged breach of this contract or its failure to perform any of its obligations hereunder, the maximum amount that the contractor may recover from the board as damages in any such action is limited to the contractor's actual, direct damages arising from the board's breach. The contractor agrees and acknowledges that the terms in this provision were proposed and based on the assumption that this specific limitation is applicable, and that the board would not have entered into this contract without the inclusion of this limitation. In no event will the board be liable to the contractor for any indirect, incidental, consequential, punitive, reliance or special damages (including without limitation damages for lost profits, lost advantage, lost opportunity, loss of savings or revenues or for increased cost of operations) arising from any breach or alleged breach of this agreement by the board.

N. Minimum Qualifications of Contractor & Requirements for Award

The Board only will consider bids from contractors, and award the contract to a contractor that meets the following requirements:

a) The successful contractor must provide information evidencing that it has entered and successfully performed contracts similar to this contract with at least three (3) local school boards in Alabama or other educational institutions during the last five (5) years. Information related to those contracts must be provided on Exhibit C (the "Bidder Qualification Form").

b) The contractor must possess all applicable licenses to perform the contract, including, but not limited to, a business license issued by the City of Orange Beach.

O. Bidder Qualification Form

Attached is Exhibit B - Bidder Qualification Form that must be completed and included in bid submittal.

P. Damages

To the extent Contractor and its employees, officials or contractors enter or access School property to perform their responsibilities or activities under the Contract, Contractor agrees to reimburse Board for the reasonable cost of damages to those properties that may occur in connection with those activities.

Q. Availability

Unless otherwise agreed in a writing signed by the Contract Representative of each party, contractor shall fulfill and deliver orders by the Board for Team Equipment within no later than eight (8) weeks from the order date. All late add-ons must be completed and delivered to the Orange Beach Board of Education within 7 calendar days of receipt of purchase order.

R. Award

The Board will award the Contract to the responsive bidder that, in the exercise of the Board's reasonable judgement, submits the overall most advantageous proposal to the Board. In making this determination, the Board will not select the successful contractor based solely on price, but will consider all factors (including price) that are pertinent to the Contract. Those non-price factors include the quality of Equipment to be supplied; the economic value of the consideration offered by Contractor for Contractor Marketing Rights; the supplier's experience and history of successively supplying athletic and team equipment to customers similar to the Board; the supplier's experience in successfully performing contracts of the type contemplated here; the quality of service that a supplier has historically provided to its customers; and whether the supplier has the resources, ability and personnel available to successfully and timely perform the Contract.

The Board reserves the right to reject a bid from any contractor(s) that has not satisfactorily or faithfully performed or completed previous contracts for the Board or other similarly situated customers that are similar to that contemplated in this Bid.

In determining the vendor to whom to make the award, the Board may:

- (a) reject the proposal of any bidder which, based on the Board's investigation, is not in a position or does not have the resources to satisfactorily and timely perform the Contract;
- (b) reject the proposal of any contractor who cannot demonstrate to the satisfaction of the Board its fitness to meet and perform the Contract requirements;
- (c) reject the proposal of any bidder who is in arrears or in default to the Board upon any prior contract or transaction;
- (d) request that a bidder present additional evidence that it has the ability and possesses the necessary facilities, financial or other resources and adequate insurance to comply with the terms of this bid, and require that such evidence be presented within a specified time and to the reasonable satisfaction of the Board;
- (e) disqualify a response because it is not complete or the bidder failed to provide information requested in the Bidder Information materials; and
- (f) reject any Irregular Bid. A bid may be considered irregular if, by way of example, it indicates any omissions, unusual alterations, or addition of conditions not contemplated in the Contract Documents. The Board also reserves the right to waive irregularities and technicalities in submitted bids and make the award that is in the best interest of the Board.

After the Bid opening, the Board may require a period of up to ten (10) days to review the submissions. During this period the Board may request bidders to provide supplementary information, contact them to clarify matters stated in their submissions and contact any persons having information that is pertinent to the award of the Contract.

The Board anticipates that it will make the award of the Contract the successful Contractor at its next Board meeting following the Bid opening and its review period, or as soon thereafter as is reasonably possible.

After making the award, the Board will require that the successful Contractor execute the Contract and satisfy any outstanding conditions of the award within ten (10) days after date of notice of the award. If the successful Contractor fails to take those actions, it shall be considered to have abandoned its proposal and its bid shall be deemed to have been withdrawn; the bid bond or other bid security (if any) shall be forfeited to the Board as fixed and agreed damages. The submission of a bid by any bidder shall be considered as acceptance of these provisions by them.

If a bid fails to substantially comply with the entire requirements in the Bidder Information materials or materially deviates therefrom, the bid may be considered non-responsive.

If the contractor to whom the Board awards the Contract declines to accept that award, the Contract may be awarded to the entity submitting the next most advantageous bid meeting requirements and Specifications.

S. Delivery

Delivery terms shall be FOB destination, freight prepaid and allowed. All items shall be delivered to:

Orange Beach Middle/High School
23908 Canal Rd.
Orange Beach, Alabama 36561

The unit prices proposed by Contractor on Exhibit A include any freight, shipping or delivery costs it incurs to supply and deliver the Team Equipment to the above-designated delivery location.

To promote accuracy in the order/supply process, deliveries of Velocity Based Training Equipment are to be made only when the Board Contract Representative (or their designee) is present.

T. Acceptance

All items listed in the specifications, delivered to the Board not meeting specifications or found to be poorly manufactured will not be accepted, but returned to the vendor at their expense for replacement. Replacement of all items found defective shall be made without cost to the Board, including transportation if applicable. As it may be impossible for all items to be properly inspected upon arrival, a reasonable opportunity must be given to the user departments for inspection of the items and, if necessary, returning those that are defective.

U. 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.

EXHIBIT B –BIDDER QUALIFICATION FORM - SUPPLY OF VELOCITY BASED TRAINING EQUIPMENT

FOR ORANGE BEACH ATHLETIC TEAMS

NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR CONTRACTOR BID RESPONSE FORM. IF ADDITIONAL SPACE IS NEEDED FOR YOUR RESPONSES, PLEASE STATE THAT INFORMATION ON SHEETS THAT YOU ATTACH TO THIS FORM AND INDICATE ON THEM THE NUMBER TO WHICH THE ADDITIONAL INFORMATION CORRESPONDS.

1. Name of Business:

Principal Business Address:

2. Business Contact(s)

(a) Primary Contact (NOTE: The Primary Contact should attend the Pre-Bid Conference if one is required in connection with this Bid.)

Name: _____

Title or Position with Company: _____

Day Phone: _____

E-mail: _____

Street Mailing Address of Contact: _____

(b) Other Business Contact(s) List the name, position, telephone number, email and street addresses of persons on the bidder's staff other than the Primary Contact.

3. Business History

(a) How many years has your organization been in business?

(b) How many years has your organization operated under its present business name? _____

4. Experience Performing Similar Services and Contracts

Has your firm contracted with other local school boards in Alabama or educational institutions to perform services of the nature contemplated in this Contract?

Yes ____ No ____

If Yes, on a separate sheet, furnish evidence that your firm has provided goods and successfully performed a contract of the nature similar to the Contract here for at least three (3) local school boards in Alabama or other educational institutions over the last five (5) years. As to each such school board or institution and contract, please provide the following information on this attached sheet:

(a) Name and address of the board or institution with whom you contracted:

(b) Name of a reference & contact information for each such entity;

- (c) Detail the nature of your supply contract for each such entity, including, but not limited to, scope of project, nature of products you provided, amount and types of equipment you supplied, and dollar value of contract; and
- (d) The date(s) when each such contract was performed.

5. Key Personnel

Identify all key personnel in your organization that your firm will assign to perform responsibilities to the Board under the Contract, including, but not limited to, the person who will have that primary supervisory function. List each person's name, title, years of experience, and any other qualifications for such persons that are relevant to performing the Contract.

6. Resources

State in detail below the resources (including, but not limited to, the number of employees and financial reserves) that you have available to perform the contemplated Contract:

7. Claims History

(a) Within the last five (5) years, has your firm, or any officer, director, member or owner of it, been a party to any lawsuit, any arbitration or participated in any other type of alternative dispute resolution process with regard to a claim, dispute, or disagreement arising from the bidder's (or any officer's, director's, member's or such owner's) performance or failure to perform its obligations under an agreement to provide Services of the nature contemplated in the Contract? (For purposes of this question, an "owner" of the bidder is any person who holds 10% or more of the stock or interest in the bidder organization.)

Yes ____ No ____

If yes, for each such contract, explain fully the nature of the project, location, circumstances, your role, and, if resolved, the manner in which any such claim or dispute was resolved:

(b) Within the last five (5) years, have any of your clients or customers formally declared your organization in default or that has breached a material obligation in any agreement to provide Services of this nature in the Contract? Yes _____ No _____

If yes, for each such project, explain fully the nature of the project, location, circumstances, your role, and, if resolved, the manner in which any such default or breach was resolved:

(c) Has your organization ever failed to complete any work or contract awarded to it to perform

a contract of the nature of this Contract? Yes ____ No ____

If yes, please provide all details related to such matter.

(d) Within the last five years, has any officer, principal or owner of your organization ever been an officer or principal of another organization when it failed to complete a services contract? (For purposes of this question, an "owner" of the bidder is any person who holds 10% or more of the stock or interest in the bidder.) Yes ____ No ____

If yes, please provide all details related to such matter.

CERTIFICATION

The undersigned representative of the Bidder certifies that he/she is authorized to sign below and submit this Bidder Qualification Form on its behalf, and that the submitted information is current, accurate, true and sufficiently complete so as not to be misleading.

Name of Bidder: _____
(Type or Print)

By: _____
Signature

Printed Name: _____

Its: _____
Title of Authorized Representative

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

Notary Public

Commission Expiration Date

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 Orange Beach Board of Education. All bids must be submitted on and in accordance with the instructions provided by the Orange Beach Board of Education.

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 Board of Education
4544 Orange Beach Blvd.
Orange Beach, AL 36561

Or downloaded from the Board of Education website:

<https://www.orangebeachboe.org/bid-information>, 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 Board 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 Buyer (Matthew Gray at 251-923-4998 or mgray@orangebeachboe.org).
- 4.2 The Buyer will issue Addenda to clarify discrepancies, ambiguities, or omissions in the Specifications.
- 4.3 Addenda will be posted on the Board's website at <https://www.orangebeachboe.org/bid-information>.
- 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. The Bidder shall then print the total sum on the line designated as "Bid Total." The Board 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 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 Board and Orange Beach City Schools;
- 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 BOND REQUIREMENTS

All bond requirements shall be identified in the bid documents. The right is reserved to require the successful bidder to furnish security, free of any expense to the Board, to guarantee faithful performance of the contract.

11.0 CONTRACT

- 11.1 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.
- 11.2 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.
- 11.3 If the successful bidder fails to deliver within the time specified or within reasonable times as interpreted by the Board, or fails to make replacement of rejected articles when so requested immediately or as directed by the Board, the Board may purchase from other sources to take the place of the item rejected or not delivered. The Board reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary.
- 11.4 A contract may be canceled for non-performance.
- 11.5 No items are to be shipped or delivered until receipt of an official purchase order from the Board.
- 11.6 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 Board..

12.0 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 Board from loss of property and/or life in cases of accident, fire, or theft;
- That all deliveries will be equal to bid samples.

13.0 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.

14.0 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.

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

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 Board of Education, 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 Matthew Gray, CSFO, at (251) 923-4998 or via e-mail at mgray@orangebeachboe.org.

COMPLETED AFFIDAVIT MUST BE RETURNED IN SEALED BID.

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

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 Orange Beach Board of Education, 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: _____