

City of Orange Beach

INVITATION TO BID DATE: October 20, 2010

FOR: ANNUAL Bid for SAND & DIRT

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

BIDS MUST BE RECEIVED BEFORE: November 23, 2010 @ 11:00 a.m. Central Time

BIDS WILL BE PUBLICLY OPENED: November 23, 2010 @ 11:00 a.m. Central Time

Sealed bids will be received by the City of Orange Beach at the Office of the City Clerk in Orange Beach until the above time and date at which time they will be opened as soon thereafter as practicable. All Bidders must use a Bid Form and show on the envelope **SEALED BID**", the Name of the Bid (Listed as FOR:), and Opening Date & Time. **EACH BID MUST BE IN A SEPARATE ENVELOPE.**

Cathy Constantino, City Clerk
CITY CLERK or ADMINISTRATOR

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. If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. The City of Orange Beach reserves the right to accept or reject all bids or any portion thereof.

1. DELIVERY: Can be made _____ days or _____ weeks after receipt of order.
2. TERMS: - _____ (Discounts will be considered in the bid evaluation and will be taken without regard to date of payment.)
3. Prices valid for acceptance within _____ days.
4. Vendor's quotation number if any: _____ (This number will appear on the purchase order.)
5. For the purchase or lease of personal property only, a resident person, firm or corporation, whose bid is no more than three (3%) 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.
6. Federal Employer ID NO. (if no FEIN, Enter SSN:) _____.
7. The number of pages comprising this bid is _____.
8. Contact Tim Tucker at 251-974-5681 on questions concerning the technical specifications.
Contact Dotty Stallworth at 251-981-6979 on questions concerning general bid procedures.

RETURN BID TO:

US Postal Service
CITY OF ORANGE BEACH
Att: Sealed Bid for SAND & DIRT
P.O. BOX 458
ORANGE BEACH, AL 36561

Courier (UPS, FEDEX, etc.)
CITY OF ORANGE BEACH
Att: Sealed Bid for SAND & DIRT
4099 Orange Beach Blvd.
ORANGE BEACH, AL 36561

FAXED BID WILL NOT BE ACCEPTED OR CONSIDERED FOR AWARDMENT!

I/we agree to furnish at the prices shown and guarantee that each offered will meet or exceed all specifications, terms and conditions, and requirements listed. This is the total price and includes all delivery or freight charges to the City of Orange Beach. Any attachment hereto is made and becomes a part of this inquiry and must be signed by bidder. I herein affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS	_____ Company Name	_____ Authorized Signature (INK)
DAY OF _____, 20____	_____ Mail Address	_____ Typed Authorized Name
_____ Notary Public	_____ City, State, Zip	_____ Title
_____ Commission Expires	_____ Phone Including Area Code	_____ Fax Number

SPECIFICATIONS & BID FORM
For Annual Bid for TOPSOIL & SAND

<u>Unit</u>	<u>Description of Item</u>	<u>Unit Price</u>
Cubic Yard	Topsoil	\$
Cubic Yard	Sand Clay Base	\$
Cubic Yard	Fill Sand	\$
Cubic Yard	Beach Sand	\$
Cubic Yard	Washed Sand	\$

1.0 PRODUCT SPECIFICATIONS

- 1.1 Natural, fertile, friable soil, possessing characteristics of representative productive soils in vicinity.
- 1.2 Obtain topsoil from natural, well-drained areas.
- 1.3 Topsoil shall have an acidity range of pH 6.0 to 6.5 and shall not contain toxic substances harmful to plant growth.
- 1.4 Topsoil and sand shall be without admixture of subsoil and shall not contain stones, stumps, roots or similar substances.
- 1.5 An agent of the City of Orange Beach shall approve quality of topsoil and sand.
- 1.6 Topsoil shall be collected from sites that are free of growth or reproductive parts of noxious weeds.
- 1.7 Topsoil and fill sand shall not be stripped, collected or deposited while wet.

2.0 GENERAL SPECIFICATIONS

- 2.1 **PRICING:** All pricing shall be constant without inflation costs for a period of one (1) year or 365 days beginning January 1, 2011 and shall include any handling or miscellaneous charges.
- 2.2 **DELIVERY:** All materials shall be delivered to a site as designated by the City of Orange Beach. The bidder shall incur all delivery costs.
- 2.3 **AVAILABILITY:** All materials shall be available within 2 working days of receipt of Purchase Order from the City of Orange Beach.

COMPANY NAME

COMPANY REPRESENTATIVE

COMPANY ADDRESS

PHONE & FAX

EMAIL ADDRESS

CITY OF ORANGE BEACH GENERAL INSTRUCTIONS FOR BIDDERS

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

BIDS

1. The date, time and place of bid opening will be given in the Invitation to Bidders.
2. All bids must be submitted on and in accordance with instructions provided by the City of Orange Beach.
3. 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.
4. All successful Bidders shall present copies of City, State and Federal Licenses, Proof of insurance adequate to cover any loss or damage to City property, and Worker's Compensation insurance prior to awardment.
5. 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 a representation that the bidder can furnish the supplies, materials or equipment satisfactorily in complete compliance with the specifications.
6. 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. Prices and all information must be legible. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed or typewritten signatures are not acceptable.
8. No charge will be allowed for federal, state or municipal sales and excise taxes since the City is exempt from such taxes. The bid price shall be net and shall not include the amount for such tax. All additional fees such as inspection fees and tank holding fees will be added onto the price at the point of sale rather than being included in the bid price.
9. All prices quoted must be "per unit" as specified.
10. Prices shall be net; including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the bid. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.
11. Under penalty of perjury the bidder certifies that:
 - a. 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.
 - b. The contents of the bid have not been communicated by the bidder; nor to its best knowledge and belief by any of its 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.
 - c. The signature on the Bid Form certifies items a & b above.
12. All bids must be sealed and submitted in plain envelopes or in those furnished by the City. Bid envelopes must be clearly marked "BID" followed by the name of the bid, and the opening date and time. Telephone quotations or amendments will not be accepted at any time.

CONTRACT

13. 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. The contract shall bind the City of Orange Beach on its part to order from the successful bidder and to pay at the contract prices, for all items ordered and delivered.
14. 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.
15. If the successful bidder fails to deliver within the time specified or with reasonable times as interpreted by the City of Orange Beach or fails to make replacement of rejected articles, when so requested, immediately or as directed by the City, the City of Orange Beach may purchase from other sources to take the place of the item rejected or not delivered. The City of Orange Beach reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary.
16. A contract may be canceled for non-performance.
17. No items are to be shipped or delivered until receipt of an official purchase order from the City of Orange Beach.
18. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract of bidders right, title or interest therein or bidders power to execute such contract to any other person, company or corporation without the previous written consent of the City of Orange Beach.

GUARANTEES BY THE SUCCESSFUL BIDDER

19. The Successful bidder guarantees:
 - a. Products against defective material or workmanship and to repair or replace any damages or marring in transit.
 - b. To furnish adequate protection from damage for all work and to repair damages of any kinds for which the bidder or bidders workers are responsible to the building, grounds or equipment to the bidders own work or to the work of other successful bidders.
 - c. To carry adequate insurance to protect the City of Orange Beach from loss of property and/or life in cases of accident, fire or theft.
 - d. That all deliveries will be equal to bid samples.
20. All deliveries shall be accompanied by delivery tickets or packing slips. The ticket shall contain the following information for each item delivered:
Purchase Order Number, Name of Article, Quantity, Name and Address of the Successful Bidder

PAYMENTS

21. Payments will be made on a bi-monthly basis. All invoices must be receipted and entered before payment is considered.

ENGINEER RECOMMENDATIONS

22. All bids for technical products or services in conjunction with ongoing or new construction system projects shall be approved for specification compliance by the City's Project Engineer and a designated representative of the City of Orange Beach. No awardment of the bid shall be given without first hearing the recommendation of the City's Project Engineer.