



## **PUBLIC NOTICE**

### **INVITATION TO BID**

Sealed bids will be received, opened, and read aloud in public session for the purchase of **SWAT BALLISTIC HELMETS** for the **CITY OF ORANGE BEACH, ALABAMA**, at **11:00 A.M. on Thursday, March 30, 2023**, at the City Hall Municipal Complex located at 4099 Orange Beach Blvd., Highway 161, Orange Beach, Alabama.

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 City's website at [www.orangebeachal.gov](http://www.orangebeachal.gov).

Sealed bids may be mailed or delivered directly to the City of Orange Beach 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 [trobinson@orangebeachal.gov](mailto:trobinson@orangebeachal.gov) with any questions.

Sealed bids must be mailed to the following address:

City of Orange Beach  
Attention: City Clerk  
P.O. Box 458  
Orange Beach, Alabama 36561

Or hand delivered to:

City of Orange Beach  
Attention: City Clerk  
4099 Orange Beach Blvd.  
Orange Beach, Alabama 36561

Be advised that overnight delivery by express or courier to Orange Beach is not guaranteed. Faxed 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 City of Orange Beach 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 No bid may be withdrawn for a period of thirty (30) days after the scheduled closing date and time for the receipt of bids.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 CITY OF ORANGE BEACH, ALABAMA



**INVITATION TO BID**  
**Requisition No. 2023-0332**

- INVITATION TO BID DATE: **March 8, 2023**
- BID TITLE: **SWAT Ballistic Helmets**
- PLACE OF BID OPENING: **City of Orange Beach, City Hall, 4099 Orange Beach Blvd.**
- BIDS MUST BE RECEIVED BEFORE: **March 30, 2023, at 11:00 A.M. (Central)**
- BIDS WILL BE PUBLICLY OPENED: **March 30, 2023, at 11:00 A.M. (Central)**

Sealed bids will be received by the City of Orange Beach at the Office of the City Clerk located at Orange Beach City Hall until the above time and date at which time they will be opened as soon thereafter as practicable.

NOTE: For this 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 City of Orange Beach reserves the right to accept or reject all bids or any portion thereof. The City 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  
City of Orange Beach  
Attention: City Clerk  
P.O. Box 458  
Orange Beach, Alabama 36561

Courier (UPS, FedEx, etc.)  
City of Orange Beach  
Attention: City Clerk  
4099 Orange Beach Blvd.  
Orange Beach, Alabama 36561

1. For the purchase or lease of personal property only, a resident person, firm or corporation, whose bid is no more than five percent (5%) greater than the lowest bid, may be the successful bidder and the contract may be awarded to such resident responsible bidder. A resident bidder is defined by the City Council of Orange Beach as any business located within Baldwin County.
2. Contact Rodney Kirchharr/Lieutenant-Intelligence, SWAT Commander at 251-981-9777/rkirchharr@orangebeachal.gov for questions concerning technical specifications.
3. Contact Taelor Robinson, Buyer at 251-981-0168/trobinson@cityoforangebeach.com for questions concerning technical specifications or general bid procedures.

**BID FORM – BALLISTIC HELMETS**

Qty	Description	Unit Price	Total
18	Ballistic Helmets, as specified  All costs must be included in the unit price of each helmet.	\$ _____	\$ _____
		<b>BID TOTAL</b>	<b>\$ _____</b>

**Days to Deliver after Receipt of Purchase Order:** \_\_\_\_\_

**Warranty Description:** \_\_\_\_\_

Warranties shall be provided in writing and shall specify any and all exclusions, including products and services. If such warranties are provided at additional cost, the incremental cost must be so specified. The procedure necessary to notify such warranty must be specified. Any additional charges relating to the utilization of the warranty provided must be specified.

**Documentation:**

Specifications for the proposed equipment must be attached to the bid. Documentation must include the NIJ Certification Letter, Independent Ballistic Test Reports, Drawings, Diagrams and Technical 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

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 City, State, Zip

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

\_\_\_\_\_  
 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 the City of Orange Beach. Any attachment hereto is made and becomes a part of this inquiry and must be signed by

City of  
**Orange Beach**  
A L A B A M A  
*Life is better here*

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	_____ Authorized Signature (INK)
_____ Notary Public	_____ Mail Address	_____ Typed Authorized Name
_____ Commission Expires	_____ City, State, Zip	_____ Title
	_____ Phone Including Area Code	_____ Fax Number

**PAGES 3 & 4 MUST BE RETURNED IN SEALED BID**

# BID SPECIFICATIONS

## A. Scope of Work

The successful bidder shall provide new and unused ballistic helmets as specified per these bid documents to the City of Orange Beach Police Department.

## B. 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.

## C. Estimated Quantities

The items listed on the bid form will be furnished at such time and in such quantities as they are required. The City reserves the right to purchase any varying amounts less or more than the estimated quantities with no change in unit prices. It is the intent of the Orange Beach Police Department to make a one-time purchase close to the estimated quantity, with additional purchases as needed.

## D. Bid Term

This will be a one year contract starting from the date of award with the option to renew for two (2) additional one-year terms.

## E. Bid Pricing

Prices offered shall include the cost of all items including the shipping and handling charges. The City of Orange Beach is tax exempt. Prices offered shall be firm against any increase for one year from the date of award. 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 City reserves the right to grant or deny the request for a price increase.

## F. Minimum Specifications

All items shall be new and unused. All items shall meet or exceed current industry standards. Proposed ballistic helmets shall meet or exceed the minimum performance requirements of the National Institute of Justice (NIJ) Standard-0106.01 / 0108.01, NIJ Level IIIA.

Orange Beach Police Department has reviewed a number of products, and has determined that the following item best meets their needs:

### **Team Wendy or Equivalent**

Estimated initial purchase of 18, with additional purchases as needed.

Other brands may be considered for review if detailed product information and specifications outlining any and all differences are included in the bid. Specifications for the proposed equipment must be attached to the bid. Documentation must include the NIJ Certification Letter, Independent Ballistic Test Reports, Drawings, Diagrams and Technical Specifications.

#### 1. General

- Must be size 1 or 2 capability (no small, medium, large, or x-large in sizing)
- Weight must be 2.6 lbs. (1.18kg) for size 1, 2.75 lbs. (1.25kg) for size 2. Complete system weight includes helmet shell, shroud, accessory rails, impact liner and retention system
- Ballistic Performance: NIJ Level IIIA (according to NIJ STD 0016.01 / 0108.01)
- Fragment Performance: 17gr V50 $\geq$ 2400 ft/s (731 m/s)

- Backface Deformation: 9mm (1400 fps) & <25mm all locations (front/back/crown/sides) exposed to high temperature/humidity, solar, low temperature, altitude, sea water, and salt fog.
- blunt Impact Performance: Exceeds current ACH Blunt Impact Protection requirements (per AR/PD 10-02)

2. *Additional Features*

- Each helmet shall be High Cut and should not be an ACH style helmet.
- Must have Wilcox NVG Shroud
- Each helmet must have EPIC AIR PADS
- Each helmet must have boltless CAM FIT Retention System featuring a BOA fit system for optimized stability and fit

**G. Delivery**

Helmets shall be manufactured and delivered to the officer within eight calendar weeks. The successful bidder shall notify the Police Department in writing of any delays in delivery.

**H. Product Consistency**

The manufacturer must warrant that all shipments of each NIJ STD 0106.01 / 0108.01 certified model will be identical in design and construction to which was originally certified. The manufacturer and NIJ must have retained samples from the original certification for verification and/or inspection. No substitutions will be allowed without the prior written approval of the Orange Beach Police Department. All helmets must be serialized, 100% inspected, and traceable. All procedures and quality data must be available to the Orange Beach Police Department for inspection upon request.

**I. Acceptance**

Custom manufactured helmets must be guaranteed to fit satisfactorily on delivery. The successful bidder must agree to provide alternates or replacement(s) free until the wearer is satisfied with the fit. (Note: The officer must request alterations within 60 days of issue and have not marked or damaged the carrier or helmet.)

The Orange Beach Police Department reserves the right to accept or refuse a helmet based upon the specified requirements.

**J. Shipping & Billing Addresses**

Ship to:

City of Orange Beach  
Police Department  
4480 Orange Beach Boulevard  
Orange Beach, Alabama 36561

Bill to:

City of Orange Beach  
Accounts Payable  
P.O. Box 458  
Orange Beach, Alabama 36561

**K. Business License Requirements**

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

# 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 City Council. Applicability of general conditions as stated below shall be determined by the City of Orange Beach. All bids must be submitted on and in accordance with the instructions provided by the City of Orange Beach.

## 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 City's website:

[www.orangebeachal.gov](http://www.orangebeachal.gov), see "Departments" > "Purchasing" > "Bids"

## 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 City 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 (Taelor Robinson at 251-981-0168 or [trobinson@orangebeachal.gov](mailto:trobinson@orangebeachal.gov)).
- 4.2 The Procurement Officer will issue Addenda to clarify discrepancies, ambiguities, or omissions in the Specifications.
- 4.3 Addenda will be posted on the City's website at: [www.orangebeachal.gov](http://www.orangebeachal.gov).
- 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 City 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 City 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 City, incomplete bids, erasures, or irregularities of any kind. Bids in which the Unit or Lump Sum prices are obviously unbalanced may be rejected. The City 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 City'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 City of Orange Beach;
- 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 City, 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 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.
- 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 City of Orange Beach.
- 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 City of Orange Beach.

## **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 City of Orange Beach 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.



## REQUIREMENTS FOR CONTRACTS AND PURCHASES

Effective January 1, 2012 under the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act," Act No. 2011-535, Alabama Code (1975) Section 31-13-1, Et Seq., before entering into a contract with the City to:

1. Perform a service;
2. Perform work;
3. Provide a product;
4. Accept a grant; and/or
5. Accept an initiative

The State of Alabama requires the business entity to sign a notarized affidavit agreeing:

1. Not to knowingly employ, hire for employment, or continue to employ, any unauthorized aliens in the State of Alabama;
2. To enroll in the E-Verify Program, to verify the immigration status of every employee required to be re-verified through that system and to provide documentation of its enrollment; and
3. To require its subcontractors to comply with the above requirements.

Before any contract can be let, purchase can be made, or payment can be issued by the City of Orange Beach after January 1, 2012, the Affidavit on the reverse side of this document must be completed, notarized, and returned to our offices.

Note: Proof of enrollment in the E-Verify Program must accompany the Affidavit, unless you do not have or hire any employees.

Questions about this process may be directed to Taelor Robinson, Buyer, at (251) 981-0168 or via e-mail at [trobinson@orangebeachal.gov](mailto:trobinson@orangebeachal.gov).

**COMPLETED AFFIDAVIT MUST BE RETURNED IN SEALED BID.**

**AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR**

State of \_\_\_\_\_

County of \_\_\_\_\_

Before me, a notary public, personally appeared \_\_\_\_\_ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the City of Orange Beach, Alabama, I hereby attest that in my capacity as \_\_\_\_\_ (state position) for \_\_\_\_\_ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

**(Attach documentation establishing that business entity/employer/contractor is enrolled in the E-Verify Program.)**

\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

\_\_\_\_\_  
Signature and Seal of Notary Public

My Commission Expires: \_\_\_\_\_