



# **BURN TOWER AND INSTALLATION AT FIRE TRAINING FACILITY**

**Project ID: 2026-0703**

RELEASE DATE: June 2, 2026

RESPONSE DEADLINE: July 2, 2026, 10:30 am

Please refer to the project timeline in this document for all important deadlines.

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## PUBLIC NOTICE

### Receiving Electronic Bids:

The City is accepting electronic submission of bids and proposals. Please submit electronic responses via the City eProcurement Portal: <https://procurement.opengov.com/portal/orangebeachal>. By way of the eProcurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

**Sealed electronic bids will be received for Burn Tower and Installation at Fire Training Facility through the City eProcurement Portal located at <https://procurement.opengov.com/portal/orangebeachal>.**

**A Mandatory pre-bid meeting will be held on Tuesday, June 16, 2026, at 10:00 am at the City Hall Municipal Complex located at 4099 Orange Beach Blvd., Highway 161, Orange Beach, Alabama. Zoom attendance will be permitted, see attached for meeting information.**

Sealed bids will be received through the eProcurement Portal and will remain sealed until the closing date and time for for Burn Tower and Installation at Fire Training Facility for the **CITY OF ORANGE BEACH, ALABAMA**, at 10:30 am on Thursday, July 2, 2026. Upon closing, bids will be unsealed and a preliminary bid tabulation will be available on the eProcurement Portal, <https://procurement.opengov.com/portal/orangebeachal>, for review. A final bid tab will be released after the award. Bids will not be publicly opened. Qualified contractors are invited to bid.

Bids in excess of One Hundred Thousand Dollars (\$100,000) must be accompanied by a certified check or bid bond payable to the City of Orange Beach in an amount not less than 5% of the bid amount, but in no event more than \$10,000. If the bid is guaranteed with a cashier's check or certified check, it must be physically submitted to City Hall Reception at the City Hall Municipal Complex located at 4099 Orange Beach Blvd., Highway 161, Orange Beach, Alabama on or before 10:30 A.M. Central, July 2, 2026. The envelope containing the check must be clearly marked: 'Bid Bond Enclosed - Burn Tower and Installation at Fire Training Facility/2026-0703 - 'Bidder Name'. Performance and Labor and Material Payment Bonds will be required from the Contractor. The Contractor will be required to obtain a business license from the City to operate within the Corporate Limits.

Bid specifications may be obtained from Orange Beach City Hall, 4099 Orange Beach Blvd., Orange Beach, Alabama, Monday through Friday from 8:00 a.m. until 5:00 p.m., or downloaded from the City's website at [www.orangebeachal.gov](http://www.orangebeachal.gov).

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. 2026-0703

INVITATION TO BID DATE: **Tuesday, June 2, 2026**

BID TITLE: **Burn Tower and Installation at Fire Training Facility**

PLACE OF BID OPENING: **Through the E-Procurement Portal**

BIDS MUST BE RECEIVED BEFORE: **Thursday, July 2, 2026, 10:30 am**

#### Receiving Electronic Bids:

- The City is accepting electronic submission of bids and proposals. Please submit electronic responses via the City eProcurement Portal:  
<https://procurement.opengov.com/portal/orangebeachal>. By way of the eProcurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.
- **Sealed electronic bids will be received for Burn Tower and Installation at Fire Training Facility through the City eProcurement Portal located at <https://procurement.opengov.com/portal/orangebeachal>.**

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. Bidders shall submit all inquiries regarding this bid via the City eProcurement Portal, located at <https://procurement.opengov.com/portal/orangebeachal>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City eProcurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries.

### BID FORM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
A	Construction of Burn Tower Training Structure, as specified	1	structure		
B	Installation of Burn Tower at City of Orange Beach Fire Training Facility	1	installation		
C	Delivery services	1	fee		
D	Two (2) Eight (8) hour Training Day classes with train-to-trainer, as specified	1	training		
<b>TOTAL</b>					

## BID SPECIFICATIONS

### 1. Project Location

25855 John Snook Drive, Orange Beach, AL 36561

### 2. Project Timeline

Release Project Date:	June 2, 2026
Pre-Bid Meeting (Mandatory):	June 16, 2026, 10:00am South Conference Room at City Hall, 4099 Orange Beach Blvd., Orange Beach, AL 36561
Question Submission Deadline:	June 24, 2026, 5:00pm
Response Submission Deadline:	July 2, 2026, 10:30am

### 3. City Staff Contact

The City's staff contact for this project shall be:

Bruce Nelson, bnelson@orangebeachal.gov, (251) 923-0083, Fire Operations Chief

### 4. Site Inspection

Bidders are strongly encouraged to schedule a walkthrough of the project location with the City's staff contact.

### 5. Work Schedule

After contract award, the Contractor shall coordinate the work schedule with the Fire Operations Chief. Any modifications to the work schedule shall be first approved by the Fire Operations Chief.

### 6. Project Description

The burn tower shall simulate a three-level, single and multi-family residential structure with an attached four-story interior stairwell, built using shipping containers. The vendor shall provide all materials, transportation, labor, assembly, painting, and commissioning of the structure.

### 7. Scope of Work

See scope of work attached.

### 8. Storage of Materials

All equipment and materials may be stored only at the location(s) approved by the City. It is expressly noted that no payments will be made for materials stored off-site.

## **9. Disposal of Materials**

Any waste and excess materials shall be disposed of by the Contractor in a safe manner conforming to all Federal and State Occupational and Environmental Laws and Regulations including, but not limited to, the Occupational Safety and Health Act (OSHA), the Clean Air Act (CAA), the Clean Water Act (CWA), the Safe Drinking Water Act (SDWA), the Toxic Substances Control Act (TSCA), and the Alabama Department of Environmental Management (ADEM) Regulations.

## **INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS**

### **1. 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. 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 downloaded from the City eProcurement Portal <https://procurement.opengov.com/portal/orangebeachal> and/or obtained at the following location:

Orange Beach City Hall  
4099 Orange Beach Boulevard  
Orange Beach, AL 36561

### **3. EXAMINATION OF DOCUMENTS AND PROJECT SITE**

- A. Carefully examine the Bid Documents, Specifications, and the Work Site.
- B. Bids shall include all costs required to execute the work under the existing conditions.
- C. Extra payments will not be made for conditions which can be determined by examining the documents and the site.

### **4. 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 submit an inquiry through the e Procurement Portal at <https://procurement.opengov.com/portal/orangebeachal>.
- B. The Procurement Officer will issue Addenda to clarify discrepancies, ambiguities, or omissions in the Specifications.
- C. Addenda will be posted on the City's website at: <https://procurement.opengov.com/portal/orangebeachal>.
- D. Addenda shall become part of the bid and all bidders must acknowledge receipt of Addenda or their bid will be rejected. Bidders shall be bound by all Addenda.
- E. The City is not responsible for any oral instructions.

### **5. PREPARATION OF BID**

- A. The bid must be submitted electronically. All information required by the Bid Documents must be given to constitute a complete bid.
- B. Prices and all information must be legible. Illegible or vague bids may be rejected.
- C. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
- D. Under penalty of perjury, the Bidder certifies by signature on the Bid Form that:
  - 1. The bid has been submitted 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
  - 2. 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. DELIVERY AND SUBMISSION OF BID**

The City is accepting electronic submission of bids and proposals. Please submit electronic responses via the City eProcurement Portal: <https://procurement.opengov.com/portal/orangebeachal>. By way of the eProcurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

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. MODIFICATIONS AND WITHDRAWALS OF BIDS**

- A. 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.
- B. Bids may not be modified after submittal.
- C. Bidder may withdraw his/her bid at any time prior to the scheduled bid opening time.
- D. No bidder may withdraw his/her bid for a period of thirty (30) days after the bid opening.

## **8. 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. BASIS OF AWARD**

- A. The City will award a single contract, dependent on the availability of funds.
- B. The contract will be awarded to the lowest responsive qualified contractor, subject to the City's right to reject any or all bids and to waive informality and irregularity in bids and bidding.
- C. The City shall have the right to accept alternates in any order or combination, unless otherwise specifically provided in the bid documents, and to determine the low bidder on the basis of the sum of the base bid and alternates accepted.

## **10. ENGINEER RECOMMENDATIONS**

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 bid shall be awarded without first hearing the recommendation of the City's Project Engineer.

## **11. SAMPLE OF MATERIALS**

Sample of items, when required, must be furnished free of expense to the City and, if not destroyed, will upon request be returned at the bidder's expense.

## **12. PRE-QUALIFICATION OF CONTRACTORS**

Each Bidder shall be prepared, if requested by the City, to present evidence of its experience, qualifications, and financial ability to carry out the terms of the Contract. The City reserves the right to disqualify any bidder who, in the sole judgement of the City, fails to adequately demonstrate qualifications and experience sufficient to enable that bidder to successfully complete the scope of work under this Contract.

## **13. EXECUTION OF CONTRACT**

- A. Within ten (10) days of Notice of Award, the Contractor shall deliver to the City proof of insurance as required by Contract Documents. All proof of insurance shall be approved by the City before the Contractor may proceed with Work.
- B. The Contractor shall commence work within ten (10) days following receipt of the Notice to Proceed or on a date stipulated in the authorization to proceed.

## **14. LAWS AND REGULATIONS**

The Contractor's attention is directed to the fact that all applicable State laws, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over construction of the project 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.

## **15. COMPLIANCE WITH IMMIGRATION LAW**

Section 31-13-9, Code of Alabama 1975, requires that contractors provide proof of enrollment with the E-Verify program administered by the U.S. Department of Homeland Security. Proof of E-Verify

documentation will be in the form of a copy of the signed Memorandum of Understanding (MOU) generated upon completion of the E-Verify program.

#### **16. ALABAMA LICENSE CONTRACTOR**

All Contractors submitting bids in excess of One Hundred Thousand Dollars (\$100,000.00) must be licensed contractors in the State of Alabama and must state their License Number on their Bid Form. Contracts less than One Hundred Thousand Dollars (\$100,000.00) will not require a General Contractor's License; however, all other requirements shall remain the same.

#### **17. BUSINESS LICENSE**

The successful bidder will be required to obtain a City of Orange Beach Business License in order to operate within the Corporate Limits.

#### **18. BUILDING PERMITS**

The successful bidder shall be required to comply with all building permit procedures and requirements. **Building permit fees for this project shall be waived**

#### **19. BID BOND**

All bids in excess of One Hundred Thousand Dollars (\$100,000.00) shall require a bid bond equal to 5% of the contract amount or \$10,000, whichever is lesser. Bid bonds will be returned by the City after the contract has been awarded.

#### **20. PERFORMANCE BOND**

If the winning bid is in excess of One Hundred Thousand Dollars (\$100,000.00), the Contractor shall obtain a performance bond equal to 100% of the contract amount and shall provide such bond within ten (10) days of Notice of Award.

#### **21. LABOR & MATERIALS BOND**

If the winning bid is in excess of One Hundred Thousand Dollars (\$100,000.00), the Contractor shall obtain a Labor & Materials Payment Bond equal to but not less than 50% of the contract amount and shall provide such bond within ten (10) days of Notice of Award. The bond shall include payment of reasonable attorney's fees incurred by successful claimants in civil actions.

#### **22. INSURANCE REQUIREMENTS**

Contractor agrees, at its sole expense, to maintain on a primary and non-contributory basis during the life of this Contract, or the performance of Work hereunder, insurance coverages, limits, and endorsements as set out below. Contractor agrees to obtain Commercial General Liability, Business Auto Liability, Worker's Compensation, and Commercial Umbrella/Excess Liability before starting the work. Contractor also agrees to undertake the obligation to insure that all subcontractors abide by these same insurance requirements.

The Contractor agrees the insurance requirements herein as well as City's review or acknowledgment is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

### ***Commercial General Liability***

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Cross Liability.

### ***Business Automobile Liability***

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned, and Hired Automobiles.

### ***Worker's Compensation & Employer's Liability***

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Worker's Compensation insurance covering **all** workers involved in the Work. (Note: Elective exemptions or coverage through an employee leasing arrangement will violate this requirement.) Subcontractor shall also obtain Employer's Liability insurance with minimum limits of \$500,000 Each Accident, \$500,000 Disease Policy Limit, and \$500,000 Each Employee.

### ***Commercial Umbrella/Excess Liability***

Contractor agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$1,000,000 Aggregate. The Contractor agrees to endorse the City as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City is automatically defined as an Additional Protected Person.

### ***Additional Insured Endorsements***

The Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage than:

- CG2010 10 01 – Additional Insured; Owners, Lessees, or Contractors, OR
- CG2010 07 04 – Additional Insured; Owners, Lessees, or Contractors; Scheduled Person or Organization endorsement

The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Orange Beach."

### ***Waiver of Subrogation***

Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City. If a policy prohibits waiving subrogation rights without an endorsement, the Contractor agrees to endorse it with a Waiver of Transfer of Rights of Recovery against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which voids coverage if subrogation is waived.

### ***Right to Revise or Reject***

The City reserves the right to revise any insurance requirement based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject and insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage, due to its poor financial condition or failure to operate legally in the State of Alabama. In such events, City shall provide Contractor written notice of such revisions or rejections.

***No Representation of Coverage Adequacy***

The coverages, limits, or endorsements required herein protect the primary interests of the City, and the Contractor agrees in no way should these coverages, limits, or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

***Certificate of Insurance***

Contractor agrees to provide City a Certificate of Insurance evidencing the above coverages. If the Contractor receives a non-renewal or cancellation or other material change notice from an insurance carrier affording coverage required herein, Contractor agrees to notify the City immediately with specifics as to which coverage is no longer in compliance. The City shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new Certificate of Insurance is provided to the City evidencing the replacement coverage. The Contractor agrees the City reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City has been endorsed on the Commercial Umbrella/Excess Liability and Commercial General Liability policy as an Additional Insured. Clearly indicate the project name and project number.
2. Clearly indicated Certificate Holder(s) as follows:

Original to:

City of Orange Beach

Attn: City Clerk

P.O. Box 458

Orange Beach, Alabama 36561

**23. COMPLETION DATE**

- A. Unless otherwise specified by the City, the Contractor shall commence the work within ten (10) days from the date of receipt of the Notice to Proceed, and shall complete the work within thirty (30) calendar days from the date of receipt of the Notice to Proceed.
- B. The completion date shall not be extended except for unavoidable delays caused by, but not limited to, fires, floods, storms, strikes, accidents, or other circumstances beyond the Contractor's control. The Contractor may request additional completion time within one week from the occurrence of the delay. The City shall be the sole judge of such "unavoidable delays," and the extent thereof. In the event that such a determination is made, the date of completion shall be extended by a length of time equal to that lost by such circumstances. The City shall not be liable to the Contractor for any damages or additional compensation as a consequence of any delay, hindrance, interference, or other similar event beyond the City's control. Failure by the Contractor to notify the City within one week from the occurrence of delay will constitute a forfeiture of any potential time extension.

#### **24. LIQUIDATED DAMAGES**

- A. Deduction at the rate of Five Hundred Dollars (\$500.00) per day shall be made from the total Contract price for each and every calendar day beyond the thirty (30) days from the date of Notice to Proceed that the work remains not satisfactorily completed.
- B. The above mentioned sum shall be deducted as Liquidated Damages. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to the City without limiting the City's right to terminate this agreement for default as provided elsewhere herein.

#### **25. DEFAULT OF CONTRACTOR**

In cases of default of the contractor, the City may procure the Work from other sources and hold the contractor responsible for any excess cost occasioned thereby.

#### **26. PAYMENT**

The Bidder may submit an Application for Payment for provided labor and materials in accordance with the accepted Unit Prices. Payment shall be made to the Bidder within thirty (30) days of receipt and approval of Application for Payment.

## VENDOR SUBMISSION

### 1. FOR ELECTRONIC SUBMISSION OF BID FORM\*

Please download the below documents, complete, and upload.

- [Electronic Submission Revis...](#)

\*Response required

### 2. BID BOND\*

Please download the below documents, complete, and upload.

- [OB BID BOND.pdf](#)

\*Response required

### 3. E-VERIFY AFFIDAVIT & CERTIFICATION\*

Please download the below documents, complete, and upload.

- [Everify.pdf](#)

\*Response required

### 4. W-9\*

\*Response required

### 5. Additional Information