



# **LIFE SUPPORT SYSTEMS AND EQUIPMENT FOR COASTAL ALABAMA SEA TURTLE FACILITY**

**Project ID: 2026-0716**

RELEASE DATE: June 19, 2026

RESPONSE DEADLINE: July 16, 2026, 10:00 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 Life Support Systems and Equipment for Coastal Alabama Sea Turtle Facility through the City eProcurement Portal located at <https://procurement.opengov.com/portal/orangebeachal>.**

Sealed bids will be received through OpenGov E-Procurement Portal and remained sealed until the closing date and time. Upon closing, bids will be unsealed and a preliminary bid tabulation will be available on OpenGov for review for Life Support Systems and Equipment for Coastal Alabama Sea Turtle Facility for the **CITY OF ORANGE BEACH, ALABAMA**, at 10:00 am on Thursday, July 16, 2026. Qualified contractors are invited to bid.

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 No bid may be withdrawn for a period of thirty (30) days after the scheduled closing date and time for the receipt of bids.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. 2026-0716**

**INVITATION TO BID DATE: Friday, June 19, 2026**

**BID TITLE: Life Support Systems and Equipment for Coastal Alabama Sea Turtle Facility**

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

**BIDS MUST BE RECEIVED BEFORE: Thursday, July 16, 2026, 10:00 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 Life Support Systems and Equipment for Coastal Alabama Sea Turtle Facility through the City eProcurement Portal located at <https://procurement.opengov.com/portal/orangebeachal>.**

NOTE: 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.

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
1	Tank, Model TP1000-W2, new and unused, as specified	4	tank		
2	Mixing Reservoir, 1100 Gallon, new and unused, as specified	1	reservoir		
3	Sand Filter SM750, new and unused, as specified	2	filter system		
4	Multiport Valves WMPV2, new and unused, as specified	2	bags		
5	Carbon Filter SM750, new and unused, as specified	1	filter system		
6	Filter Basket MDM 24170488, new and unused, as specified	5	basket		
7	Colossus Pump 750 DC, new and unused, as specified	5	pump		
8	PSK Pump 1/2HP 45022.504, new and unused, as specified	2	pump		
9	Protein Skimmer RK50PE 15210.1A, new and unused, as specified	2	skimmer		
10	UV Sterilizer XFL5-80H, new and unused, as specified	2	sterilizer		
11	MMBR MMB12-CP Moving Bed Bio-Reactors, new and unused, as specified	2	filtration		
12	Asahi 2" Ball Valves, new and unused, as specified	30	valve		
13	Carbon 4x8 Media, new and unused, as specified	4	media		
14	AFM Activated Filter Media #2, new and unused, as specified	8	bags		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15	AFM Activated Filter Media #1, new and unused, as specified	14	bags		
16	Delivery: FOB destination Orange Beach, AL	1	fee		
<b>TOTAL</b>					

## **BID SPECIFICATIONS**

### **1. Project Location**

Coastal Alabama Sea Turtle Facility is located at 3333 Orange Beach Boulevard, Orange Beach, AL 36561

### **2. City Staff Contact**

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

Tim Tabb, ttabb@orangebeachal.gov, (251) 923-4912, Coastal Operations Manager

### **3. Scope of Work**

Scope of Work attached.

## **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**

- A. Carefully examine the Bid Documents, Specifications, Drawings and the Work Site.
- B. Bids shall include all costs required to provide the requested materials and to execute the work under the existing conditions.
- C. No charge will be allowed for federal, state, or municipal sales and excise taxes since the City is exempt from such taxes.
- D. 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. All purchases which are based on competitive Invitations to Bid 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:
  - 1. The best interests of the City of Orange Beach;
  - 2. The quality and performance of the goods or services to be supplied;
  - 3. Conformity to specifications;
  - 4. Delivery time, and;
  - 5. Other unique requirements outlined in the bid request.

## **10. CONTRACT**

- A. The Bid Form shall constitute a contract with the successful bidder and bind the successful bidder to furnish and deliver at the prices and in accordance with the conditions of the bid.
- B. The placing in the mail a notice of award or purchase order to a successful bidder, to the address given in the bid, will be considered sufficient notice of acceptance of bid.
- C. If the successful bidder fails to deliver within the time specified or within reasonable times as interpreted by 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.
- D. A contract may be canceled for non-performance.
- E. No items are to be shipped or delivered until receipt of an official purchase order from the City of Orange Beach.
- F. 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.

## **11. GUARANTEES BY THE SUCCESSFUL BIDDER**

- A. The successful bidder guarantees:

1. Product against defective material or workmanship and to repair or replace any damages or marring in transit;
2. 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;
3. 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;
4. That all deliveries will be equal to bid samples.

## **12. 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.

## **13. 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.

## **14. 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.

## **VENDOR SUBMISSION**

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

Please download the below documents, complete, and upload.

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

\*Response required

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

Please download the below documents, complete, and upload.

- [Everify.pdf](#)

\*Response required

### **3. W-9\***

\*Response required

### **4. Additional Information**

## **ADDITIONAL TERMS RELATING TO PURCHASES WITH FEDERAL GRANT AWARDS**

### **1. FEDERAL GRANT FUNDING**

This procurement may be funded in whole or part with federal grant funds.

### **2. LOCAL VENDOR PREFERENCE**

No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

### **3. NON-DEBARMENT CERTIFICATION**

Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. I Subpart 9.4.

### **4. REMEDY FOR NON-PERFORMANCE / TERMINATION OF CONTRACT**

#### **1. Immediate Termination**

This bid award is subject to the appropriation and availability of City funding. The bid award will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted, or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

1. In the event the bidder or bid awardee ("Contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;
2. The City determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized; and/or
3. The City determines that the Contractor furnished any statement, representation, or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect, or incomplete.

#### **2. Termination for Cause**

The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligation under the bid award:

##### **3. Notice of Default**

If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's

written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

- A. Immediately terminate the bid award without additional written notice;
- B. Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting Contractor; and/or
- C. Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

#### 4. Termination upon Notice

Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

#### 5. Payment Limitation in Event of Termination

In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the City in the event of termination.

#### 6. Owner May Terminate for Convenience

Upon seven days written notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy of the City, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

- A. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
- B. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
- C. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal; and
- D. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

#### 7. Termination Duties

Upon receipt of notice of termination or upon request of the City, the Contractor shall:

- A. Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;
- B. Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the Contractor;
- C. Comply with the City's instructions for the timely transfer of any active files and work product by the Contractor under the bid award;
- D. Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- E. Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Contractor.

## **5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT**

Contractor shall comply with all Federal, State and local laws concerning nondiscrimination.

## **6. ENERGY POLICY AND CONSERVATION ACT STATEMENT**

Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

## **7. CLEAN AIR ACT / FEDERAL WATER POLLUTION CONTROL ACT**

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the City of Orange Beach and understands and agrees that the City of Orange Beach will, in turn, report each violation as required to assure notification to the federal awarding agency and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

### **Federal Water Pollution Control Act**

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to the City of Orange Beach and understands and agrees that the City of Orange Beach will, in turn, report each violation as required to assure notification to the pass-through entity, if applicable, federal agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

## **8. DAVIS-BACON ACT**

Contractor will comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) and 29 CFR 5.5(a)(1)-(10) into all applicable contracts and subcontracts.

## **9. COPELAND “ANTI-KICKBACK” ACT**

The Contractor will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair.)

## **10. ACCESS TO RECORDS**

The Contractor agrees to provide the City of Orange Beach, AL, the pass-through entity, if applicable, the FEMA Administrator, if applicable, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the federal agency or FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Applicable to Contracts Entered into After August 1, 2017, Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City of Orange Beach and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## **11. ANTI-LOBBYING CERTIFICATION**

1. 2 CFR 200 - Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification.

2. The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;



2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;
3. Contractor will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly; and
4. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person making expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## **12. BEASON-HAMMON CLAUSE**

By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

## **13. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), where applicable. (Contracts in excess of \$100,000 that involve the employment of mechanics, laborers, or construction work must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be

liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for unpaid wages and liquidated damages—

- **Withholding Process.** The City of Orange Beach may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
  - A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - B. A contracting agency for its procurement costs;
  - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - D. A contractor's assignee(s);
  - E. A contractor's successor(s); or
  - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part; (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- Informing any other person about their rights under CWHSSA or this part.”

Further Compliance with the Contract Work Hours and Safety Standards Act.

- The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker’s correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.
- Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

#### **14. ENERGY POLICY AND CONSERVATION ACT**

If applicable, the Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

#### **15. DEBARMENT AND SUSPENSION**

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by the City of Orange Beach, AL. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City of Orange Beach, AL, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **16. BYRD ANTI-LOBBYING AMENDMENT**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) as follows:

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

## **17. PROCUREMENT OF RECOVERED MATERIALS**

All contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- A. Competitively within a timeframe providing for compliance with the contract performance schedule;
- B. Meeting contract performance requirements; or
- C. At a reasonable price.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## **18. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

1. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

### *2. Prohibitions.*

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

b. Unless an exception in paragraph 3 of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

### *3. Exceptions.*

a. This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

b. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:

- a. Are *not used* as a substantial or essential component of any system; *and*

- b. Are *not used* as critical technology of any system.

2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

#### *4. Reporting requirement.*

A. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 4b of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

B. The Contractor shall report the following information pursuant to paragraph 4a of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph 4b-2 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

*5. Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.”

## **19. DOMESTIC PREFERENCE FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials

produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **20. BUILD AMERICA, BUY AMERICA ACT (BABAA)**

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City of Orange Beach with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the federal agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to the federal agency.

### **Required Self-Certification- Example**

For FEMA and other federal agencies financial assistance programs subject to BABAA, contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the recipient or subrecipient) for each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the (insert name of project) that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products purchased with FEMA or federal agency financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The (insert name of contractor or subcontractor), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the (insert name of contractor or subcontractor) understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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Signature of (insert name of contractor or subcontractor) Authorized Official

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Name and Title of (insert name of contractor or subcontractor) Authorized Official

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Date

## **21. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

As appropriate, this contract provision outlines the rules governing the ownership of inventions created using federal funds. If the award meets the definition of funding agreement and the recipient or subrecipient enters any contract with a small business firm or nonprofit organization involving substitution of parties, assignment, or performance of experimental, developmental, or research work under that funding agreement, then the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401.

## **22. REQUIREMENTS**

All contractors are required to comply with all federal laws, regulations, and executive orders.



Invitation For Bid #2026-0716

Title: Life Support Systems and Equipment for Coastal Alabama Sea Turtle Facility