



## **PUBLIC NOTICE**

### **INVITATION TO BID**

Sealed bids will be received, opened, and read aloud in public session for the purchase of a **POLICE BOAT** for the **CITY OF ORANGE BEACH, ALABAMA**, at **11:00 A.M. on Thursday, January 28, 2021**, 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 Renee Eberly at (251) 981-6806 or [reberly@orangebeachal.gov](mailto:reberly@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 No bid may be withdrawn for a period of thirty (30) days after the scheduled closing date and time for the receipt of bids.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. 2021-0129**

- INVITATION TO BID DATE: **January 6, 2021**
- BID TITLE: **Police Boat**
- PLACE OF BID OPENING: **City of Orange Beach, City Hall, 4099 Orange Beach Blvd.**
- BIDS MUST BE RECEIVED BEFORE: **January 28, 2021 at 11:00 A.M. (Central)**
- BIDS WILL BE PUBLICLY OPENED: **January 28, 2021 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>U.S. Postal Service</u>	<u>Courier (UPS, FedEx, etc.)</u>
City of Orange Beach Attention: City Clerk P.O. Box 458 Orange Beach, Alabama 36561	City of Orange Beach Attention: City Clerk 4099 Orange Beach Blvd. Orange Beach, Alabama 36561

1. Contact Joseph Jinks, Marine Officer at 251-981-8540/jjinks@orangebeachal.gov for questions concerning the technical specifications
2. Contact Renee Eberly, City Clerk/Procurement Officer at 251-981-6806/reberly@orangebeachal.gov for questions concerning technical specifications or general bid procedures.

**BID FORM – POLICE BOAT**

Item	Description	Price
1.	One (1) Police Boat, as specified  <u>Boat</u>  Year: _____ / Make: _____ / Model: _____  <u>Engines</u>  Year: _____ / Make: _____ / Model: _____  Engine Hours: _____	\$ _____
2.	One (1) Aluminum Boat Trailer, as specified  Year: _____ / Make: _____ / Model: _____	\$ _____
<b>BASE BID TOTAL</b>		<b>\$ _____</b>

**Deductive Alternate**

3. Discount for Prepayment (Optional), Performance Bond Required if Prepaid	(\$ _____)
<b>BASE BID + DEDUCTIVE ALTERNATE TOTAL</b>	
<b>\$ _____</b>	

Note: Vendors may submit more than one bid. Use additional bid forms if you choose to bid more than one option for any line item. Lump sum bid pricing shall be firm, net, delivered pricing.

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

**Warranty Description:**

Manufacturer warranties shall be provided in writing and shall specify any and all exclusions, including parts and labor. 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.

**Closest Repair/Maintenance Shop:**

	(Physical Address)
	(City, State, Zip)
	(Phone Number)

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

**Documentation:**

Specifications for the proposed vessel must be attached to the bid.

The bidder acknowledges receipt of the following addenda covering revisions to the bid documents, and states that the costs, if any, of such revisions have been included in the base bid and other prices quoted herein:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Note: If no addenda have been received, write in "none."

Company Name	Company Representative
Street Address	Title
City, State, Zip	Phone
Federal Employer ID No. <i>(if no FEIN, enter SSN)</i>	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 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)
	_____ Mail Address	_____ Typed Authorized Name
_____ Notary Public	_____ City, State, Zip	_____ Title
_____ Commission Expires	_____ 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 a Police Boat per the following bid specifications to the Orange Beach Police Department's Marine Division. The Marine Police Division is in need of a new response boat and intends to purchase a 38'-40' aluminum hull, foam-collared police patrol boat for use in the waters of the Gulf of Mexico, Intracoastal Waterway, and bays and canals in Orange Beach and surrounding jurisdictions. Minimum construction and design standards in consideration of operational requirements, personnel safety, storage facility constraints, transportation capabilities, market research, and agency preference, have been established and are delineated below. These specifications are intended to set a minimum standard and not to deter competitive bidding.

## 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. Interoperability mandates may require the use of specific brand names. Orange Beach Police Department reserves the right to make this determination at its sole discretion.

## C. Minimum Specifications

All items shall be new and unused. All equipment shall meet or exceed current industry standards. Item specifications listed below shall be construed as a minimum. Should manufacturer's current published data or specifications exceed these, such standards shall be considered minimum and furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

### **38-40 Foot Aluminum Foam Collared Full Cabin Police Patrol Boat**

#### 1. BASE BOAT

- a. Welded aluminum, foam-collared, full cabin, monohull response boat
- b. Length: 38-40 feet (maximum 42 feet with appendages)
- c. Beam: Not less than 11 feet nor greater than 11 feet-10 inches
- d. Operational draft: Maximum 28 inches
- e. Hull design: Deep vee with outer chines and lifting strakes
- f. All welded 5086 Aluminum Alloy (5052 is not acceptable)
  - i. Hull bottom plate: ¼"
  - ii. Side plate: 3/16"
  - iii. Stringers & bulkheads: ¼" and 3/16"
  - iv. Deck plate: 3/16"
  - v. Cabin/console: 3/16" and 1/8"
  - vi. Transom: 3/8"
  - vii. Keel: 3/8"
- g. 400 U.S. gallon (minimum) removable fuel tank
  - i. EPA compliant, to include vent & fill
- h. Bow eye must be integrated as part of keel (welded is not acceptable)
- i. Engines must be mounted to transom as an integral part of the hull and running surface (external transom mount is not acceptable)

#### 2. PROPULSION

- a. Three (3) 400 horsepower Mercury Verado outboard motors
  - i. Gauges integrated into Axiom XL 16" touchscreen multifunction chart display units
  - ii. Motors must operate at manufacturer recommended RPM range

- b. Triple engine digital throttles and shift control
- c. Joystick piloting control with GPS digital anchor
- d. Triple engine integrated autopilot system with display and two (2) remotes
- e. Stainless steel propellers of adequate size to optimize maximum engine and hull performance
- f. Zipwake Dynamic Trim Control System
- g. Three (3) Racor fuel water separators

### 3. ACCOMMODATIONS

- a. Full cabin with a minimum standing cabin headroom of 6' in height
- b. Windshield must slant aft from the base (forward slanted or upright windshields are not acceptable)
- c. Port and starboard sliding pilothouse doors adjacent to helm and navigator positions
- d. All glass must be fritted and frameless safety glass
- e. Aft pilothouse door must be of full height and all glass
  - i. Must be hinged and removable without tools
  - ii. Must lock into open position and be released from standing position
- f. Overhead spotter windows must be fritted and frameless
- g. Dash shall span the full width of the cabin and shall be painted with a black mat non-reflective paint
- h. Overhead radio pod
- i. Custom etched label kit throughout vessel labeling all major components and items
- j. Windshield shall have three (3) self-parking windshield wipers and windshield washer system with wiper fluid tank
- k. Pilothouse lighting: Six (6) overhead red/white LED lights
- l. Four (4) 12 volt oscillating cabin fans
  - i. Two (2) mounted above forward dash with one on each side
  - ii. Two (2) mounted on aft pilothouse bulkhead with one on each side
- m. Safety grab rails to be placed in optimum position for crew safety – final location approval is required
- n. Stainless steel destroyer style steering wheel
  - i. Equipped with power knob and tilting helm
  - ii. Steering wheel and throttles must be within reach of properly seated operator (any layout which results in the vessel being unable to be operated from a fully seated position will not be accepted)
- o. Acoustic noise reduction materials to be used in roof, side walls, and hull to mitigate sound of water contact
  - i. dBA to be less than 85 within the pilothouse while underway
- p. Anti-fatigue cabin flooring to cover the entire cabin floor
  - i. SKYDEX Extreme Series impact mitigating deck mats shall be placed at the helm and navigator positions
  - ii. SKYDEX to be integrated around the seat base and sliding seat base to provide a level standing surface
- q. Three (3) Shockwave brand seats positioned at helm, navigator, and behind helm seat at workstation. Must have written two-year manufacturer's warranty.
  - i. Helm seat
    - 1) S3 Corbin high-back drop down with height adjust
    - 2) "Wide" armrests (minimum 20" width inside lowered armrests)
    - 3) S3 fore and aft deck slider
    - 4) Folding footrest in suspension
    - 5) Lap belt
    - 6) Universal cupholder
    - 7) Shock pump with gauge
    - 8) Folding armrests
    - 9) Tall deck mount offset
    - 10) Black
  - ii. Navigator seat

- 1) S3 Corbin high-back drop down with height adjust
- 2) "Wide" armrests (minimum 20" width inside lowered armrests)
- 3) S3 fore and aft deck slider
- 4) Folding footrest in suspension
- 5) Lap belt
- 6) Universal cupholder
- 7) Shock pump with gauge
- 8) Folding armrests
- 9) Tall deck mount offset
- 10) Port and starboard hand grips
- 11) Black
- iii. Workstation seat
  - 1) S5 suspension module
  - 2) Corbin 1 high-back "wide" version (minimum 20" inside armrests)
  - 3) Mounted on seat riser storage box
  - 4) Swivel slide
  - 5) Lap belt
  - 6) Black
- r. Fixed chart table/workstation to be mounted aft of the helm seat
- s. Four (4) 12 volt USB outlet combo units
  - i. Port side of dash
  - ii. Starboard side of dash
  - iii. Workstation
  - iv. Cabin gallery
- t. Three (3) 110 volt GFI outlets
  - i. Workstation
  - ii. Aft cockpit
  - iii. Galley
- u. Cushioned bench storage seats with padded backrest
  - i. Starboard side, aft of workstation
  - ii. Port side, aft of navigator's seat
- v. Below deck cabin to include gallery with sink, microwave and refrigerator
- w. Galley equipment wired to run at all times (shore power & generator)
- x. Internal storage areas to have solid doors with secure latches (cloth-style coverings are not acceptable)
- y. Integrated permanent cupholders at helm and navigator positions
- z. Integrated permanently affixed waste receptacle aft of navigator position
4. COATINGS AND MARKINGS
  - a. Gray 3M safety-walk nonskid with a break-up style pattern installed on gunnels and forward and aft decks
  - b. Vinyl hull side lettering in large black block style
    - i. "POLICE" sides at mid-ship
    - ii. "MARINE 1" aft sides in smaller lettering
  - c. Perforated see-through decals applied to aft port and starboard pilothouse windows
    - i. Orange Beach Police Department shall provide design
  - d. "Protecting Paradise" logo applied to port and starboard sides of exterior forward cabin
    - i. Orange Beach Police Department shall provide design
  - e. Anti-fouling bottom paint – color: black
  - f. Complete placard label kit for vessel accessories and options
5. HULL FENDERING SYSTEM
  - a. Heavy duty sheath-wrapped foam wing collar

- i. Solid foam
    - ii. No backing bladder or backing pipe
    - iii. Foam insert must maintain its own shape and keep outer sheath tight
  - b. Bolt rope style attachment system
  - c. Collar color to be dark navy blue with black rub strake
  - d. Collar is to include D-rings and safety lines
6. ELECTRONICS AND NAVIGATION
- a. Unmanned Aerial Vehicle (UAV) detection and monitoring system
    - i. Systems management software supporting playback and data analysis
    - ii. Must display real-time UAV flight path and flight status, including:
      - 1) Speed
      - 2) Altitude
      - 3) Direction
      - 4) Location
      - 5) Serial number
    - iii. Must identify location of UAV and operator
    - iv. External antennas
  - b. Two (2) 16" Raymarine XL multifunction displays (MFD)
    - i. Flush mounted in dash at helm and navigator positions
    - ii. Dash positioning to be determined post award
  - c. Two (2) Raymarine RMK 10 remote keypads for MFDs
    - i. Vertical button layout
  - d. Raymarine Clear Cruise System with AR200
  - e. Raymarine 4kw open array radar (4-foot)
  - f. FLIR M364C
    - i. JCU2 and second controller
  - g. External GPS antenna
  - h. Heading sensor
  - i. Raymarine AIS 5000 encrypted transceiver
    - i. Alternate brands are not acceptable
    - ii. Display location to be determined post award
  - j. Navionics Platinum Plus marine charts (U.S. Gulf Coast)
  - k. Raymarine RVDX1000 Chirp 3D sonar module
  - l. Side scan and down scan transducers
    - i. Stern-mounted are not acceptable
    - ii. Thru-hull
    - iii. Must scan clearly at "clutch ahead" speed
  - m. Raymarine Evolution autopilot for triple outboard motors
    - i. EV-2 sensor core
    - ii. p70R control head on dash at helm position – location to be decided post award
  - n. Two (2) Raymarine smart controllers for autopilot
  - o. Two (2) VHF Standard Horizon GX200B
    - i. 6-foot antennas port and starboard
    - ii. Stainless steel ratchet mounts
    - iii. Two (2) external flush-mounted speakers in pilothouse roof over helm and navigator seats
    - iv. Hailing horn with listen back feature mounted on electronics arch
    - v. Location to be determined post award
  - p. Manufacturer shall install police radio and antenna supplied by the Orange Beach Police Department
    - i. Location to be determined post award
    - ii. External flush-mounted speakers for police radio in roof over helm and navigator seats



- q. Lighted Ritchie navigator compass wired to dimmer switch mounted on dash at helm position
- r. We Boost Drive X WIFI Booster System
- s. AM/FM radio with bluetooth wired into two (2) flush mounted overhead speakers
- t. Install Orange Beach Police Department-supplied laptop docking station on workstation
- u. Folding rooftop electronics arch
  - i. Shall be stowable within five (5) minutes by no more than two (2) crew

## 7. ELECTRICAL AND LIGHTING

- a. Battery system for six (6) isolated batteries
- b. Six (6) dedicated Optima Bluetop marine batteries
  - i. Three (3) dedicated engine start batteries
  - ii. Two (2) house batteries
  - iii. One (1) dedicated generator start battery
- c. Electronics distribution panels
- d. Breaker system designed for platform
  - i. Wiring must be custom made
  - ii. Wiring must have fully terminated terminals with heat shrink labels on both ends
  - iii. All wiring must have minimum of 1" service loop on both ends
  - iv. Galvanic isolator
  - v. Photographic evidence of wiring examples to be included in bid
- e. Electric heater vents located in pilothouse
- f. Shore power and battery charger system with 30' power cord
- g. Northern Lights diesel generator
  - i. Ignition protected
  - ii. 7kw minimum
  - iii. Minimum 20-gallon diesel tank
    - 1) Tank must be below deck
    - 2) Fuel gauge
  - iv. Generator compartment ventilation must be automated
  - v. Raw water valve and filter shall be easily accessible for servicing
- h. Three (3) air conditioning units
  - i. Minimum 16,000 BTU each
  - ii. Digital controls
  - iii. Raw water discharge must have downspouts
  - iv. A/C vents must be vertically and horizontally adjustable
- i. Dimmer switch
  - i. Controls all panel lights and compass
  - ii. All electrical components, displays, lighting features, and systems indicators in pilothouse must have dim feature
- j. LED navigation lights in compliance with U.S. Coast Guard Navigation Rules
- k. Four (4) 12 volt USB outlet combo units
  - i. Port side of dash
  - ii. Starboard side of dash
  - iii. Workstation
  - iv. Cabin galley
- l. Three (3) 110 volt GFI outlets
  - i. Workstation
  - ii. Aft cockpit
  - iii. Galley
- m. Four (4) high intensity LED floodlights
  - i. Two (2) mounted on forward edge of roof top illuminating forward deck
  - ii. Two (2) mounted on aft edge of roof top illuminating aft deck

- n. Two (2) Black Rigid Industries light bars
    - i. Mounted on pilothouse roof located port and starboard facing outboard at aft edge of pilothouse
  - o. Floodlights to be controlled by four (4) switches, one for each direction
  - p. Two (2) remote controlled ACR RCL-100 LED spotlights with point pad controls
    - i. Mounted port and starboard on forward side of roof
    - ii. One (1) control each at helm and navigator positions
  - q. One (1) 48" blue and white LED SoundOff Signal Mpower full size lightbar
    - i. Auto-dimming
    - ii. Cruise mode (blue only)
    - iii. Scene mode (white only, all-around, floodlight mode)
    - iv. Dimmable control panel in reach of helm position
    - v. One-piece housing
    - vi. Continuous inboard and corner modules
    - vii. Ten-year warranty on UV lens discoloration
  - r. Six (6) flush-mounted blue and white LED SoundOff Mpower fascia 4x2
    - i. Two (2) facing aft
    - ii. Two (2) facing port
    - iii. Two (2) facing starboard
    - iv. Control integrated with full size light bar
      - 1) Cruise mode integrated with full size light bar
      - 2) Scene mode integrated with full size light bar
      - 3) Deactivated from full size light bar by switch on control panel
  - s. SoundOff nERGY 400 Series control panel with siren knob control and public address system with two (2) 100-watt roof-mounted speakers
    - i. Control panel location to be determined post award
  - t. Low level red/white courtesy lights in exterior aft cockpit, cabin and pilothouse
8. HULL AND DECK FEATURES AND ACCESSORIES
- a. Ten (10) cast aluminum 10" cleats welded to deck
  - b. 1 ½" aluminum grab rails on cabin and roof to ensure safe passage for crew around cabin
    - i. Final location to be determined award
  - c. Commercial-grade large welded aft tow post
  - d. Large tow line reel mounted on aft transom with black canvas cover
  - e. Tow line
    - i. Whipping on bitter end
    - ii. Eye splice with whipping at base
    - iii. 150 feet minimum
    - iv. One inch diameter
  - f. Removable engine protection bar with upright guideposts
  - g. Eight (8) folding dive tank holders mounted in the aft cockpit
    - i. Location to be determined post award
  - h. Removable two piece dive door on starboard side of aft deck
  - i. Removable aluminum dive ladder sized to fit dive door and extend below the waterline
  - j. Aft cockpit freshwater shower/washdown system with 20-gallon tank
    - i. Tank must be below deck
  - k. Aft cockpit raw water washdown system
  - l. 1 ½" aluminum bow handrails
    - i. Location to be determined post award
  - m. Oversized cable raceways with pre-installed pull cords
  - n. Self-bailing deck with guttered hatch drains
  - o. Foam flotation below deck
  - p. Bow anchor locker

- i. Mounted Danforth anchor with anchor line
- q. Stainless steel hardware and latches
  - i. Isolated using tef-gel and isolating inserts
- r. Zinc hull anode
  - i. Grounding cable included
- s. Three (3) 3700 GPH minimum automatic bilge pumps
- t. Highwater bilge alarm
- u. Three (3) fire extinguishers
- v. Roof mounted removable ensign staff
- w. Port and starboard davit mounts prewired for future installation
- x. Bow push knee
  - i. Trapezoidal rubber strakes
  - ii. Must be integrated to vessel and collar
  - iii. Push knee must be box design
  - iv. Collar to terminate on either side of push knee box
  - v. Must include photo as proof design has been used and proven
  - vi. Bolt on knees will not be accepted
  - vii. Push knees that surround or cover the collar will not be accepted

#### 9. ALUMINUM BOAT TRAILER

- a. Heavy duty aluminum trailer of adequate rated capacity to accommodate completed boat with full fuel, plus 15% margin
- b. Trailer to be fully adjustable to achieve proper tongue weight
- c. Trailer suitable for saltwater use, with corrosion resistant components and hardware and barriers between dissimilar metals
- d. Trailer suitable for cross-country distances at highway speeds
- e. Heavy duty tongue jack
- f. Ladder from trailer to bow
- g. Spare tire and rim carrier mounted on tongue
- h. Electric/hydraulic disk brakes on all axels with stainless steel brake lines
- i. Posi-lube wheel bearing grease system
- j. Trailer must be equipped with submersible LED lighting
- k. All fixtures DOT compliant
- l. Standard 12 volt DC7 pin connector
- m. Tie down straps

#### 10. DELIVERY AND SEA TRIALS

- a. Full "As-Built" drawings of vessel and all systems
- b. Vendor must provide a factory-based inspection and on water sea trial prior to acceptance and delivery
- c. On-water vessel system orientation training to be provided near/at factory at time of delivery (agency will supply fuel)
- d. Orange Beach Police Department will take vessel on trailer from factory at delivery
- e. Vessel delivery: 270 days or better after receipt of purchase order
  - i. Delivery estimates shall be provided to the Orange Beach Police Department at monthly intervals

#### 11. WARRANTY

- a. Bow to stern: 1-year minimum
- b. Hull and structure: 10-year minimum
- c. Collar: 2-year minimum
- d. Seating: 2-year minimum
- e. Motors: 3 years with unlimited hours
- f. Warranty response provided within 24 hours of claim submittal

- g. All warranty costs for parts, repair, labor, and transportation to be covered by vendor throughout the entire warranty period
- h. Full warranty statement must be included with proposal
- i. Manufacturer must provide a warranty and repair facility within a 500-mile radius of Orange Beach, AL. The facility must have technicians that will travel to Orange Beach for warranty related service and concerns. Documentation of this facility along with an overview of the service capabilities and business agreement must be included with the proposal.

## 12. MISCELLANEOUS REQUIREMENTS

- a. Prototype vessels are not acceptable
- b. Manufacturer must provide proof with bid request to demonstrate that each of the construction specifications, to include hull, deck, pilothouse, cabin, and collar designs, have been commercially produced no less than ten (10) times in the ten (10) years immediately preceding bid submission
- c. Manufacturer must have a minimum of 25 or more vessels currently in service of the proposed model
- d. Manufacturer must make available for demo three vessels of the proposed model, with a triple outboard engine configuration, at time of bid
- e. Manufacturer must provide documented proof of previous builds with pictures, hull ID numbers, and contact information for current agencies
- f. Rigid Hull Inflatable Boats (RHIB) are not acceptable
- g. Pressure sealed or sealed hull construction are not acceptable
  - i. Must have open center bilge area
- h. Collar cannot be a portion of the vessels running surface
- i. Collar cannot make contact with the water at any time
- j. Collar must not be inflatable or have chambers of any kind
- k. Vessel shall be fully mission capable and operationally sound even if collar is damaged or fully removed
- l. Vessel must have a flat sheerline from bow to stern
  - i. Sweeping fore or aft raised sheerlines are not acceptable
- m. Vessel must have a single level flush deck from bow to stern
- n. Vessel must be capable of meeting a top speed in excess of 55 knots fully fueled and outfitted with a full complement of crew and sustain top speed
- o. General arrangement drawings (2D) must be included with proposal
- p. 3D renderings of the proposed vessel must be included with the proposal
- q. Vessel must be fully designed using a 3D and CAD type software
- r. All aluminum components must be cut from computer automated cut files on a router at the manufacturer's facility
- s. All digital design, cutting and bending construction techniques are to be used throughout the construction process
- t. Vessel must be built using full jig fixtures to ensure consistency throughout the build process and provide photo evidence upon request
- u. Award will be based on the best value and technically acceptable vessel, not solely on a lowest price offer. Determination will be at the sole discretion of Orange Beach Police Department
- v. Prior to commencement of construction, fully labeled design drawings must be reviewed and approved by Orange Beach Police Department
- w. Vessel design must be reviewed and approved by a certified PE
- x. Vessel hull construction must include collision bulkheads
- y. Vessel must meet ISO structure standards or better
- z. Vessel must be manufactured solely and in its entirety within the United States
  - i. Pre-manufactured parts or structural components built, crafted, or shaped outside the United States and assembled within the United States will not be accepted
  - ii. Photographic evidence and factory inspections may be required throughout all phases of construction to ensure strict adherence to this requirement

**D. Pricing**

Lump sum bid pricing shall be firm, net pricing. The City of Orange Beach is tax exempt. The City is interested in any discounts available for prepayment.

**E. Performance Bond**

If the City chooses the option to prepay, a performance bond in a form and with terms approved by the City in an amount not less than 100% of the contract price will be required from the successful bidder within ten (10) days after award.

**F. Title Application**

Vehicle and equipment titles shall be issued to:

City of Orange Beach  
PO Box 458 / 4099 Orange Beach Boulevard  
Orange Beach, AL 36561

**G. Delivery and Acceptance**

Bid award and acceptance of equipment shall be contingent upon factory-based inspection and on water sea trial and evaluation by a representative of the City's choice. Delivery terms shall be FOB origin. The City will take the vessel on trailer from factory at delivery.

**H. Documentation**

The successful bidder shall include all documents, manuals, parts lists, and other printed material relating to the operation and maintenance of the equipment with the delivery of the vehicle. Digital format is acceptable.

# 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 "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 Procurement Officer (Renee Eberly at 251-981-6806 or [reberly@orangebeachal.gov](mailto:reberly@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 CONTRACT**

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 A contract may be canceled for non-performance.
- 10.5 No items are to be shipped or delivered until receipt of an official purchase order from the City of Orange Beach.
- 10.6 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.

## **11.0 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.

## **12.0 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.

## **13.0 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.



## **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**

#### **a. 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:

- i) 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;
- ii) 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
- iii) 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.

#### **b. 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:

#### **c. 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:

- i) Immediately terminate the bid award without additional written notice;
- ii) 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
- iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

#### **d. 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.

e. 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.

f. 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):

- i) 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;
- ii) 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;
- iii) Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal; and
- iv) 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.

g. Termination Duties

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

- i) 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;
- ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the Contractor;
- iii) Comply with the City's instructions for the timely transfer of any active files and work product by the Contractor under the bid award;
- iv) 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
- v) 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**

- a. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination.
- b. During the performance of this contract, the Contractor agrees as follows:

- i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following;
- Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
  - Layoff or termination;
  - Rates of pay or other forms of compensation; and
  - Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- iv) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**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**

Contractor will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. (Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.) Bidder certifies that none of the facilities it uses to produce goods provided under the contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the City of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

**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").

**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. ANTI-LOBBYING CERTIFICATION**

- a. 2 CFR 200 - Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification.
- b. The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:
  - i) 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;
  - ii) 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;

- iii) 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
- iv) 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.

**11. 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.

**12. 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 or laborers 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)).

**13. 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).

**14. DEBARMENT AND SUSPENSION**

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).

**15. REQUIREMENTS**

All contractual requirements of the NRDA Restoration Program Funds are to be included in the contract as required including, but not limited to the following provisions:

- a. Required Federal-Aid Contract Provision
- b. The Beason-Hammon Contract Clause
- c. Termination for Cause / Breach of Contract Clause
- d. Termination of Convenience Clause
- e. Audits and Inspection, Access to Records, and Three-Year Records Retention Clause
- f. Title VI, Civil Rights of Act of 1964 Clause
- g. Conflict of Interest Clause
- h. Section 504 Rehabilitation Act of 1973 Clause
- i. Age Discrimination Act of 1975 Clause
- j. Executive Order 11246 and Equal Opportunity Clause

## **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 Renee Eberly, City Clerk/Procurement Officer, at (251) 981-6806 or via e-mail at [reberly@orangebeachal.gov](mailto:reberly@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: \_\_\_\_\_