



PUBLIC NOTICE

INVITATION TO BID

Sealed bids will be received, opened, and read aloud in public session for the purchase of an **ELECTRONIC CARD ACCESS SYSTEM AT THE JUSTICE CENTER** for the **CITY OF ORANGE BEACH, ALABAMA**, at **11:00 A.M. on Thursday, November 2, 2017**, at the City Hall Municipal Complex located at 4099 Orange Beach Blvd., Highway 161, Orange Beach, Alabama.

All bidders must attend a mandatory pre-bid conference on Thursday, October 19, 2017, at 10:00 A.M. at the City Hall Municipal Complex located at 4099 Orange Beach Blvd., Highway 161, Orange Beach, Alabama. Bids from bidders who do not attend this conference will be rejected.

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.cityoforangebeach.com.

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@cityoforangebeach.com 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 No bid may be withdrawn for a period of thirty (30) days after the scheduled closing date and time for the receipt of bids.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. 2017-1102

INVITATION TO BID DATE: **October 3, 2017**

BID TITLE: **Electronic Card Access System at the Justice Center**

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

BIDS MUST BE RECEIVED BEFORE: **November 2, 2017 at 11:00 A.M. (Central)**

BIDS WILL BE PUBLICLY OPENED: **November 2, 2017 at 11:00 A.M. (Central)**

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

NOTE: For this bid to be considered responsive, all information in this section should be supplied, as appropriate, or the entire bid may be disqualified. Bid response must be in ink or typed with original signature. No errors will be corrected after bids are opened. No prices shall include State or Federal Exercise Taxes; tax exemption certificates furnished upon request. The City of Orange Beach reserves the right to accept or reject all bids or any portion thereof. The City reserves the right to require a bid bond, in which case specific information shall be provided the bid documents.

ALL BIDS MUST BE RETURNED AS FOLLOWS:

All bidders must use the bid form provided in the bid documents and show on the envelope "SEALED BID," the bid title, the bidder's name, and the opening date and time. Each bid must be in a separate envelope.

U.S. Postal Service
City of Orange Beach
Attention: City Clerk
P.O. Box 458
Orange Beach, Alabama 36561

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

1. For the purchase or lease of personal property only, a resident person, firm or corporation, whose bid is no more than five percent (5%) greater than the lowest bid, may be the successful bidder and the contract may be awarded to such resident responsible bidder. A resident bidder is defined by the City Council of Orange Beach as any business located within Baldwin County.
2. Contact Sgt. Richard Springsteen at 251-981-6583/rspringsteen@obpd.org for questions concerning the technical specifications.
3. Contact Renee Eberly, City Clerk/Procurement Officer at 251-981-6806/reberly@cityoforangebeach.com for questions concerning technical specifications or general bid procedures.

BID FORM – ELECTRONIC CARD ACCESS SYSTEM AT THE JUSTIC CENTER

<u>Item</u>	<u>Est Qty</u>	<u>Description</u>	<u>Make/Model/Product No.</u>	<u>Unit Price</u>	<u>Extended Price</u>
C-1	8	UTRUST Scramble Pad & Reader, Dual Authentication Card Reader, and Key Pad – or equal	_____	\$ _____	\$ _____
C-2	12	Single Door Reader/Card Swipe	_____	\$ _____	\$ _____
C-3	8	Request to Exit Button or Push to Exit	_____	\$ _____	\$ _____
C-4, 1	14	Thin Line 1200 Lbs. Mag Locks	_____	\$ _____	\$ _____
C-4, 2	14	Door Controllers	_____	\$ _____	\$ _____
C-4, 3	1	VCR Lock Box	_____	\$ _____	\$ _____
C-4, 4	1	Thermostat Control for VCR Box 15AMP	_____	\$ _____	\$ _____
C-4, 5	5	4000’ 18” x 6 Shield Wire	_____	\$ _____	\$ _____
C-4, 6	150	Cards with Lanyards	_____	\$ _____	\$ _____
C-4, 7		Power Supply with Standby Power for each door	_____	\$ _____	\$ _____
C-5		Cloud Control Services	_____	\$ _____	\$ _____
C-6		Installation			\$ _____
C-7		Warranty			\$ _____
C-8		Service/Maintenance Agreement			\$ _____/year

BID TOTAL (Sum of Extended Prices) \$ _____
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Days to Deliver after Receipt of Purchase Order: _____

Warranty Description: _____

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

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

Documentation:

Specifications for the proposed equipment 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.

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. Background

The Orange Beach Police Department is seeking a more secure access system for the City facility known as the Orange Beach Justice Center. It is the City's desire to install an electronic card access system to replace manual locks with intelligently controlled devices operated by swiping an authorized card. The intent is to allow doors to be unlocked during business hours and locked at a pre-programmed time. This will eliminate the need to lock doors manually, and provides more security for points-of-entry.

B. Scope of Work

The successful bidder shall provide an Electronic Card Access System for the Orange Beach Justice Center. The successful bidder shall provide equipment, installation, and on-site operator training to the City of Orange Beach per the following bid specifications. Lump sum bid pricing shall include the cost of all equipment, installation, service, and handling and shipping charges.

C. 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 full product information and specifications are included with the bid.

D. 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.

- All exterior doors must have dual access authentication.
- All interior doors that are inmate accessible must have dual access authentication.
- Other doors that must be kept locked at all times will have a single access card swipe.
- Authorized personnel shall be able to control card access remotely via cloud services. In the case of a lost card or other purpose for denying access, authorized personnel shall have the ability to disable cards immediately.
- Each door shall have 1200-lb. electromagnetic locks.
- Request to exit buttons shall be installed on doors for exiting the building.
- All locking mechanisms on doors shall have standby power backups.
- Doors with card swipes and key pads shall document entry times.
- Cards shall have the ability to be programmed for specific door access as well as specific times of access.

C-1. UTRUST Scramble Pad & Reader, Dual Authentication Card Reader, and Key Pad – or equal

1. One (1) at Front Door of Police Department
2. One (1) at Side Door of Police Department
3. One (1) at Front Door of Investigations
4. One (1) at Back Door of Jail leaving the Booking Room
5. One (1) at Court Holding Room Door going to the Police Department Hallway
6. One (1) at Court Holding Room Door going to the Court Back Hallway
7. One (1) at Side Door going into the Court Office Hallway
8. One (1) at Front Door of the Court Office

C-2. Single Door Reader/Card Swipe

1. One (1) at Jail Secure Property

2. One (1) at Jail Door going into Booking from the Jail Hallway
3. One (1) at Jail Door going from Jail Hallway into the Back Police Department Hallway
4. One (1) at Jail Back Door coming from the Police Department Hallway
5. One (1) at Police Department Door going into the Court Holding Room
6. One (1) at Court Door going into Court Holding
7. One (1) at Court Door going from the Court Office Hallway to the Courtroom
8. One (1) at Court Door going from the Courtroom to the Court Office Hallway
9. One (1) at Evidence Room in the Back Police Department Hallway
10. One (1) at Court Lobby going into the Court Hallway
11. One (1) at Courtroom South Door Entrance
12. One (1) at Courtroom South Door Exit

C-3. Request to Exit Button or Push to Exit

1. One (1) at Front Lobby Door going out
2. One (1) at Police Department Side Door going out
3. One (1) at Investigations Front Door going out
4. One (1) at Jail Secure Property Room going out
5. One (1) at Hallway Evidence Room going out
6. One (1) at Courtroom Front Door going out
7. One (1) at Courtroom Hallway Door going out
8. One (1) at Courtroom Window to let out at Hallway Door

C-4. Miscellaneous

1. Fourteen (14) Thin Line 1200-Lb. Locknetics Electromagnetic Locks – or equivalent
2. Fourteen (14) LiftMaster Door Controllers – or equivalent
3. One (1) VCR Lock Box
4. One (1) Thermostat Control for VCR Box 15AMP
5. Five (5) each 4000' 18" x 6 Shield Wire
6. 150 Cards with 150 Lanyards
7. Required Power Supply with Standby Power

C-5. Cloud Control Services

1. Authorized personnel shall be able to control card access remotely via cloud services. In the case of a lost card or other purpose for denying access, authorized personnel shall have the ability to disable cards immediately.
2. Required Five (5) Port Internet Switches

C-6. Installation

1. The full cost of installation shall be included. Installation shall be coordinated with City Staff. It is the responsibility of the bidder to inspect the site for installation prior to submitting a bid.

C-7. Warranty

1. 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 utilization of the warranty provided must be specified.

C-8. Service/Maintenance

1. Local service, support, and warranty are strongly preferred. A copy of the proposed maintenance agreement shall be attached to the bid.

E. Pre-Bid Conference

There will be a mandatory pre-bid conference on October 19, 2017, at 10:00 A.M. at the City Hall Municipal Complex located at 4099 Orange Beach Blvd., Highway 161, Orange Beach, Alabama. Bids from bidders who do not attend this conference will be rejected. A walkthrough of the work site will take place at the end of the conference.

F. Contract Term

The term of this contract shall be for one (1) year from the date of award with the option to renew for two (2) additional one (1) year terms.

G. Coordination

All work must be coordinated with and authorized by the City of Orange Beach.

Police Department Staff Contact:

Sgt. Richard Springsteen, 251-981-6583, rspringsteen@obpd.org,

IT Contact:

Lance Alexander, 251-747-2624, itsupport@cityoforangebeach.com

H. Delivery

The successful bidder shall coordinate with City staff for the offloading and delivery of equipment on site. The successful bidder shall be responsible for complying with applicable safety requirements for his workers and others.

Delivery shall be to:

City of Orange Beach

City Hall

4099 Orange Beach Boulevard

Orange Beach, AL 36561

I. Business License Requirements

In order to deliver into City limits and provide on-site training, 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.

J. Insurance Requirements

On or before the inception of the Agreement, and annually thereafter for the duration of the Agreement, Contractor shall maintain the following insurance policies on a primary and non-contributing basis:

Worker's Compensation

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Worker's Compensation insurance covering all workers involved in the Scope of Work. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Contractor shall also obtain Employer's Liability insurance with minimum limits of \$500,000 Each Accident, \$500,000 Disease Limits, and \$500,000 Each Employee.

Commercial General Liability

Contractor shall also obtain Commercial General Liability coverage on a 20014 ISO Occurrence form or its equivalent with a minimum of \$1,000,000 combined single limit per occurrence. There shall be no endorsements attached that exclude or limit Product/Completed Operations, Contractual Liability, or Cross Liability. This policy shall endorse the City of Orange Beach as an Additional Insured using an endorsement equal or broader than CG2026 07 04 – Additional Insured; Designated Person or Organization.

A copy of this endorsement shall be attached to the Certificate of Insurance. If there is a general aggregate limit, then (option 1) the general aggregate limit shall apply separately to the project, or (option 2) the general aggregate limit shall be twice the occurrence limit.

Automobile Liability

Contractor shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired, and non-owned automobiles. (If Contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)

Commercial Umbrella

Subcontractor shall also obtain Umbrella liability over and above the limits of liability required in the Employer’s Liability, General Liability, and Automobile Liability. The Umbrella coverage form will be at least as broad as the underlying policies. Additional Insured requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of underlying and Umbrella limits shall be at least \$2,000,000 per line of coverage.

Waiver of Subrogation

Contractor shall waive its right to subrogation on each of the policies herein. If a policy prohibits waiving subrogation rights without an endorsement, the Contractor agrees to endorse it with a Waiver of Transfer of Rights of Recovery against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which voids coverage if subrogation is waived.

In the event any work under this Project is performed by a subcontractor, the Contractor shall require all of its subcontractors to procure and maintain similar coverage as required by this Agreement.

Right to Revise or Reject

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

Evidence of Coverages

Within ten (10) days of receiving notice of award, Contractor shall provide to the City of Orange Beach evidence of insurance in the form of a duly executed Certificate of Insurance, evidencing the above insurance, with all carriers approved to do business in the State of Alabama and carrying a current Best’s rating of no less than A 6. The Description section of the Certificate shall contain reference to the Project name.

Original to: City of Orange Beach, Alabama
 Attn: City Clerk
 P.O. Box 458
 Orange Beach, AL 36561
 Fax (251) 981-1442

K. Use of Premises and Removal of Debris

The Contractor expressly undertakes at Contractors own expense:

1. To take every precaution against injuries to persons or damage to property in connection with this Project.
2. To cleanup frequently and as often and in such manner as the City may direct all refuse, rubbish, scrap materials, and debris caused by the Contractor’s operations to the end that at all times the Work site shall present a neat, orderly, and workmanlike appearance.

L. Standards of Quality

The Contractor shall perform all work in a neat, durable, and craftsman-like manner. The finished work product shall be inspected for acceptance. Acceptance will be based on the highest practical degree of functional and cosmetic performance.

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.cityoforangebeach.com, see "Bids"

3.0 EXAMINATION OF DOCUMENTS AND PROJECT SITE

- 3.1 Carefully examine the Bid Documents, Specifications, and the Work Site.
- 3.2 Bids shall include all costs required to provide the requested materials.
- 3.3 Bids shall include all costs required to execute the work under the existing conditions.
- 3.4 Extra payments will not be made for conditions which can be determined by examining the documents and the site.
- 3.5 No charge will be allowed for federal, state, or municipal sales and excise taxes since the City is exempt from such taxes.

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@cityoforangebeach.com).
- 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.cityoforangebeach.com
- 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 PAYMENT

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



REQUIREMENTS FOR CONTRACTS AND PURCHASES

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

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

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

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

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

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

Questions about this process may be directed to Renee Eberly, City Clerk/Procurement Officer, at (251) 981-6806 or via e-mail at reberly@cityoforangebeach.com.

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: _____