

INVITATION TO BID

Sealed bids will be received by the City of Foley at 407 East Laurel Avenue, Foley, Alabama 36535 **or** P.O. Box 1750, Foley, Alabama 36536 until 10:00 a.m. CST on Tuesday, September 24, 2019 and then publicly opened and read in the Conference Room for:

MAINTENANCE BARN FOR THE RECREATION DEPARTMENT (LOCATED AT 1250 CATER LEE WAY) REC-092419

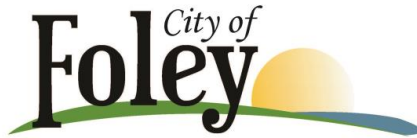
The scope of work consists principally of the construction of a 40'x60'x12' metal building with concrete slab.

Specifications may be obtained at Foley City Hall, 407 East Laurel Avenue, Foley, Alabama, 36535, by calling (251) 943-1545, or, the bid may be downloaded from the City's website at <http://www.cityoffoley.org>.

To be eligible for consideration, bids must be submitted on complete original proposal forms found in the Invitation to Bid package. **The specifications and all executed bid forms must be submitted in a sealed envelope, clearly marked, identifying the current State of Alabama General Contractor's license number, the Contractor's name and address, the bid name, and the date of the bid opening.** It shall be the sole responsibility of the bidder to assure receipt of the bid at Foley City Hall prior to the published time for the bid opening.

The City of Foley reserves the right to accept or reject any or all bids and to waive technical errors if, in the City's judgment, the best interests of the City will thereby be promoted.

Rachel Keith
Purchasing Agent
City of Foley, Alabama



BID FORM

CITY OF FOLEY, ALABAMA
OFFICE OF PURCHASING AGENT

BID REQUISITION NO: **REC-092419**
IDS TO BE OPENED AT: **10:00 A.M.**
DATE: **TUESDAY, SEPTEMBER 24, 2019**

Sealed bids will be received by the City of Foley, Alabama, at its office in Foley until the above date and time, and then opened as soon thereafter as practicable.

Rachel Keith

Purchasing Agent

SPECIFICATIONS: SEE ATTACHED

If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item. No errors will be corrected after bids are opened. Substitutions will be treated as “approved equivalent or equal” which is discussed in paragraph 1.05 of the bid documents *GENERAL CONDITIONS*. Please refer to Paragraph 1.05 prior to offering any substitutions. No prices shall include State or Federal Excise Tax. Tax exemption certificates furnished upon request. City reserves the right to accept or reject all bids or any portion thereof.

We are in a position to complete this project per the attached quote within _____ days after receipt of notice to proceed. Any attachment hereto is made and becomes a part of this inquiry and must be signed by Bidder.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at fixed price or to refrain from bidding, or otherwise. I am not currently engaged in, nor will 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.

THIS BID MUST BE NOTARIZED

Sworn to and subscribed before me
this the _____ day of
_____, 2019.

FIRM: _____

BY: _____

Signature accepted in ink only

STREET ADDRESS: _____

NOTARY PUBLIC

CITY: _____ STATE: _____

BIDS MADE OUT IN PENCIL WILL
NOT BE ACCEPTED.

TERMS: _____

OR CASH PAYMENT WITHOUT REGARD TO
DATE OF REMITTANCE

ALL BIDDERS MUST USE OUR BID FORM(S). LICENSE NUMBER, NAME AND ADDRESS, BID NAME, OPENING DATE AND TIME MUST BE PRINTED ON THE OUTSIDE OF THE SEALED ENVELOPE. EACH BID MUST BE IN SEPARATE ENVELOPES.

BIDDER'S INFORMATION:

Bid Requisition Number:	REC-092419
Bid Name:	MAINTENANCE BARN FOR THE RECREATION DEPARTMENT

Company Name:										
State of Alabama Contractor / General Contractor License Number:										
Submitted By:										
Mailing Address:										
Telephone Number:										
Fax Number:										
E-Mail Address:										
Ethics Disclosure:	<table border="0"> <tr> <td>Are you a City of Foley Appointed Official?</td> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> </tr> <tr> <td>Are you a City of Foley Employee?</td> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> </tr> <tr> <td>Are you the spouse of a City of Foley Appointed Official or Employee?</td> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> </tr> </table>	Are you a City of Foley Appointed Official?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Are you a City of Foley Employee?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Are you the spouse of a City of Foley Appointed Official or Employee?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are you a City of Foley Appointed Official?	<input type="checkbox"/> Yes	<input type="checkbox"/> No								
Are you a City of Foley Employee?	<input type="checkbox"/> Yes	<input type="checkbox"/> No								
Are you the spouse of a City of Foley Appointed Official or Employee?	<input type="checkbox"/> Yes	<input type="checkbox"/> No								

ADDENDUM ACKNOWLEDGEMENT:

Bidder acknowledges receipt of the following addendums and has incorporated the requirements of such addendums into the bid.

(List all addendums issued for this bid.)

No.	Date

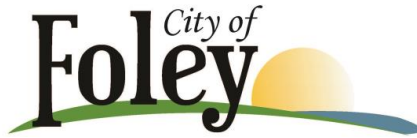
No.	Date

No.	Date

No.	Date

No.	Date

No.	Date



MAINTENANCE BARN FOR THE RECREATION DEPARTMENT

The City of Foley is soliciting proposals for the construction of a 40'x 60'x12' maintenance barn for the Recreation Department to be constructed at 1250 Cater Lee Way.

Upon receipt of bids, it will be the decision of the Foley City Council to award or not award the bid.

General Requirements

All public works bidders must file with their bids either a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make bonds in the State of Alabama and made payable to the City of Foley in the amount of five (5%) percent of the Contractor's bid but in no event more than \$10,000.

All Contractors bidding in amounts exceeding that established by the State Licensing Board for General Contractors must be licensed under the provisions of Title 34, Chapter 8, Code of Alabama, 1975, shall have a current State of Alabama General Contractors License and must provide evidence by including a copy of his or her current license in the sealed envelope in which the proposal is delivered. Furthermore, any Contractor that desires to bid as prime Contractor must be authorized to perform the type of work required for this project as listed in the major classifications of license per Section 230-X-1-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

If awarded the bid, prior to issuance of a Notice to Proceed, the following items shall be required:

- a) A current City of Foley Business License,
- b) A Certificate of Insurance showing proof of General Liability Insurance, Workers Compensation Insurance, and Automobile General Liability Insurance. Insurance Certificate provided to the City shall list the City of Foley as an additional insured.
- c) A performance bond and Payment Bond must be executed upon award of the bid with a penalty equal to one hundred (100%) percent of the amount of the contract price.
- d) If the successful bidder's award amount is \$50,000.00 or greater, a background check will be performed per City of Foley Ordinance No. 1029-08, General Conditions, Section 1.14.

Scope of Work

1. Contractor to provide all labor, materials, equipment and supervision required for work to construct building described in this scope of work.
2. 40' x 60' x 12' MBMA/IAS certified steel roof system
3. 1/12 roof pitch
4. IBC 2018
5. 157 mph
6. "C" exposure wind certification
7. 26-gauge PBR galvalume roof panels and 26-gauge PBR color wall panels
8. Two (2) each 12x12 wind rated roll-up doors

9. 4" engineered concrete slab
10. Contractor to provide building and foundation drawings to be reviewed and approved by the Foley building department.
11. Contractor shall obtain all required permits.
12. Contractor is responsible for providing a safe worksite and any safety items necessary.
13. Contractor to provide a port-o-let for the duration of the project. Cost to be included in project cost.
14. Contractor responsible for removal of all debris from worksite upon completion of the project.

Contract Period

The work shall be commenced within ten (10) days of the date specified in a Notice to Proceed to be issued to the Contractor by the Owner, or its authorized representative, and shall be completed within **One Hundred and Ten (110) working days** from and after the commencement date stipulated in said work order.

It is mutually agreed between the parties hereto that time is of the essence in regards to this Contract, and in the event the construction of the Work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the first party may retain the sum of **One Hundred dollars (\$100.00)** for each day thereafter, Saturdays, Sundays and holidays excluded, that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated, and this sum is not a penalty, being the stipulated damages the first party will have sustained in the event of such default by the second party.

If a working day is lost due to inclement weather or other unforeseen event, the contractor is encouraged to submit this information at the end of each working week to the Engineering Department. These days will be taken into consideration relating to the required completion period. In the event that the contract working days are exceeded without proper notification of lost days due to inclement weather or other unforeseen event, the City may choose to enforce liquidated damages.

Upon Contractor's completion of pay items, a joint, final site inspection will be conducted between the Contractor and the Recreation Department. Any discrepancies will be addressed and resolved prior to issuing final payment.

Additional Information:

The Affidavit of Alabama Immigration Compliance found in this bid packet shall be completed and submitted with bid. Proof of E-Verify documentation in the form of a copy of the signed Memorandum Of Understanding (MOU) generated upon completion of the E-Verify program should also be submitted.

All questions related to this bid must be documented through email and should be sent to Rachel Keith at rkeith@cityoffoley.org no later than 72 hours prior to the scheduled bid opening. No questions will be addressed by any means other than email. Answers will be emailed to all bidders in the event that clarification is required. If further clarification is needed about a particular product bid or change within the bid, an Addendum will be emailed stating the change. All addendums must be acknowledged in the "Addendum Acknowledgment" section located on page 7 of this bid packet.

Bid packets may be sent or hand delivered to the City of Foley, 407 East Laurel Avenue, Foley, Alabama 36535 **or** mailed to P.O. Box 1750, Foley, Alabama 36536

Section 39-3-5, Code of Alabama, requires that preference be given to Alabama resident contractors when awarding certain public works contracts to the same extent as required by the laws of a non-resident bidder's home state: "In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

It will be the Contractor's responsibility to schedule all required inspections with the City's Engineering Department by contacting (251) 970-1104.

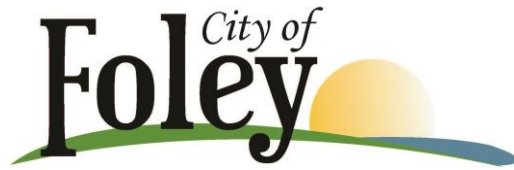
Instructions to Bidders

To be eligible for consideration, bid must be submitted on complete original forms found in the Invitation to Bid package. **The entire bid packet and all executed bid forms must be submitted in a sealed envelope, clearly marked, identifying the project name, date and time of the bid opening, the contractor's name and current State of Alabama General Contractors license number.** It shall be the sole responsibility of the bidder to assure receipt of the bid at the Foley City Hall prior to the published time for the bid opening. If hand delivering, the bid envelope must be "Date and Time" stamped at the receptionist's desk when the bid package is turned in.

Bids should be sent to one of the following addresses:

U.S. Postal Service
City of Foley
Attn: Purchasing Agent
P.O. Box 1750
Foley, AL 36535

Physical Address
City of Foley
Attn: Purchasing Agent
407 E. Laurel Avenue
Foley, AL 36536



MAINTENANCE BARN FOR THE RECREATION DEPARTMENT

PRICE SHEET

Requisition No. _____

ITEM DESCRIPTION	PRICE
Total Project Cost	\$ _____

Company Name: _____

Alabama State Contractor's License Number: _____

Address: _____

Company Representative: _____

Title: _____

Signature: _____

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

The signed Affidavit must be notarized.

In compliance with Sections 31-13-9 of the Alabama Code, this Affidavit of Alabama Immigration Compliance must be completed and signed by an officer or the owner of a business entity or employer and notarized. Please complete Part I if you do NOT employ one or more employees or Part II if you DO employ one or more employees.

Company Name	
Company Representative	<i>(Please Print Name)</i>
Address	
City, State, & Zip Code	

PART I – (Complete if you do NOT employ one or more employees and notarize below.)

I certify in my capacity as _____ for the above noted business entity that said entity does not employ one or more employees. I further certify that should my status change and I am required to comply, I will submit all required documents to the City of Foley. I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant

PART II – (Complete if you DO employ one or more employees and notarize below.)

As a condition of the above-referenced Entity/Company's receipt of any contract, grant, or incentive from, by or with the City of Foley, Alabama, the undersigned, as such officer, agent or representative of said Company, after being first duly sworn, states as follows:

1. That said Company will not knowingly employ, hire for employment, or continue to employ an unauthorized alien.
2. That said Company has enrolled in, is currently participating in, and will continue to participate in the "E-Verify" program run by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security for the entire term of said Company's performance under any contract, grant, or incentive it has with the City of Foley, Alabama.
3. The undersigned further represents that, should said entity/company employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Foley, it will secure from such subcontractor(s) verification of compliance with Section 31-13-9 of the Code of Alabama 1975, in a form substantially similar to this affidavit.

Entity's E-Verify Employment Eligibility Verification User Identification Number is: _____

I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant

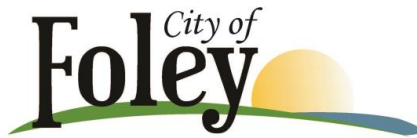
NOTARY SECTION

State of _____:
County of _____:

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: _____

Please execute, have notarized, and return to the **City of Foley, P.O. Box 1750, Foley, AL 36536.**



GENERAL CONDITIONS

To insure acceptance, all bidders submitting bids to the City of Foley shall be governed by the following conditions, attached specifications, and bid form(s) unless otherwise specified. Bids **not** submitted on the bid form(s) provided may be rejected, and bids **not** complying with these conditions will be subject to rejection.

1.0 Intent of Specifications:

It is the intent of the specifications attached hereto to set forth and describe certain item(s) or service(s) to be purchased by the City of Foley including all materials, equipment, machinery, tools, apparatus, and means of transportation (meaning freight costs) necessary to provide these items or services.

1.01 Legal Requirements:

All applicable provisions of Federal, State, County and local laws including all ordinances, rules and regulations shall govern the development, submittal and evaluation of all bids received in response to these specifications, and shall govern any and all claims between person(s) submitting a bid response hereto and the City of Foley, by and through its officers, employees and authorized representatives. A lack of knowledge by the bidder concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof.

1.02 Sealed Bids:

The specifications and all executed bid forms must be submitted in a sealed envelope. All proposals must be signed by an authorized representative of the bidder. In the event more than one bid opening is scheduled for the same date and time, do not include bids concerning different sets of specifications within the same envelope. **The face of the envelope shall be plainly marked identifying the Contractor's license number and opening date and time.** It shall be the sole responsibility of the bidder to assure receipt of bid at the Purchasing Office prior to the published time for the bid opening. No bid will be opened that is received after closing time for receipt of bids, nor will any offers by telephone, fax, or any electronic means be accepted.

1.03 Exceptions to Specifications:

During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that fair consideration is given in evaluating bids, all exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor and City Council are the final authority in determining the acceptability of any exceptions to specifications.

1.04 Discounts:

Terms offering a discount for prompt payment will be considered in determining the low bid. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the product or service judged acceptable to the City of Foley or (2) a correct invoice and other required documents have been received, whichever is later. Discounts offered for a period of less than thirty (30) days will not be considered in determining the low bid.

1.05 Approved Equivalent or Equals:

Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative that meets or exceeds the specifications as written. If the bid is based on an "approved equivalent or equal" item, supportive information in the form of manufacturer's printed literature or brochures, sketches, diagrams and/or complete specifications must accompany the bid. The bidder must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Foley reserves the right to determine acceptance of proposed equivalent or equal item.

- 1.06 Bid Withdrawals:
Bids may be withdrawn by written request received from bidders prior to the time fixed for opening but no bid may be withdrawn after closing time for receipt of bids for a period of sixty (60) days. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
- 1.07 Rejection of Bids:
The City of Foley reserves the right to accept or reject any or all bids, to award bids on a split-order basis, to waive any minor bid irregularities, technicalities, or informalities, and to re-advertise for bids when deemed in the best interest of the City of Foley.
If there is any reason for believing that collusion exists among the bidders, any or all proposals may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the City of Foley.
- 1.08 Delivery:
Bid quotations shall include all freight cost to Foley, Alabama to point(s) specified herein or specified at the time the purchase order is placed. No title to the item(s) ordered nor any risk of loss shall be passed to the City of Foley until after receipt of delivery has been acknowledged by an authorized representative of the City of Foley.
- 1.09 Taxes:
The City of Foley, a Municipal Corporation, is a tax exempt entity per Section 40-23-4(11), Code of Alabama 1975. The City of Foley is exempt from all state and local sales taxes. This should **not** be construed to mean that Contractors or suppliers doing business with the City of Foley are exempt from paying tax (General Conditions, Section 1.11 Permits and Taxes).
- 1.10 Licenses, Registration and Certificates:
A City of Foley Business License must be obtained within ten days of bid award. Each bidder must provide proof of State required competency certifications whenever applicable to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty Contractor) in the City of Foley.
- 1.11 Permits and Taxes:
The Contractor shall procure all permits, pay all charges, fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.
- 1.12 Compliance with Federally Funded Programs:
The successful bidder shall assure the City of compliance with any and all special provisions (if applicable) contained in the contract being bid. These provisions may include but are not limited to maintaining a Drug-Free Workplace, compliance with Clean Air and Water Laws and Regulations, and compliance with Equal Opportunity and Non-Segregated Facilities guidelines.
- 1.13 Proof of Liability & Worker's Comp Insurance:
If applicable, Proof of Liability and/or Worker's Comp Insurance must be included in the bid packet. If a company is not covered by Worker's Comp Insurance, labor and material charges should be separated on the bid/proposal. This should be done in order for the City to determine the Worker's Comp rate (in accordance with the City's current Worker's Comp fee schedule) that will be deducted from payment to the company performing the work.

1.14 Background Check:

The bid award of "Public Works" projects over \$50,000 will be contingent upon the results of a background check of the successful low bidder as stated in Ordinance No. 1029-08. According to this ordinance, the City of Foley will take criminal histories into account when deciding whether a low bidder is qualified to do work for the City.

1.15 Disqualification:

The City can disqualify a company based upon the results of a background check or if the company has been prohibited from contracting with another government agency as stated in Ordinance No. 1029-08.

If, in the opinion of The City of Foley, a sealed bid contains false or misleading statements or references that do not support a function, attribute, capability, or condition as contended by Company, the sealed bid may be disqualified from further consideration.

1.16 Expenses:

Expenses for developing sealed bids and addressing information requests herein are solely and entirely the responsibility of Company and shall not be chargeable in any manner to the City of Foley.

1.17 Alabama Immigration Law (Beason-Hammon Alabama Taxpayer and Citizen Protection Act):

Contractor must be in compliance with Alabama's Immigration Law, otherwise known as the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Section 31-13-9, Code of Alabama 1975. If the bidder employs persons in the State of Alabama, the bidder must provide documentation with this bid that they are enrolled in the E-Verify program. Additionally, the bidder should be advised that if they employ persons (anywhere), award of the contract is conditioned on the bidder not knowingly employing, hiring for employment or continuing to employ an unauthorized alien within the State of Alabama. Any awarded contract will contain a provision whereby the bidder promises not to violate federal immigration law.

Any subcontractor who works with the general contractor who has been awarded contracts by the City must be enrolled in E-Verify. It is the responsibility of the general contractor to have a system in place to ensure subcontractors' compliance.

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.

1.18 Local Bid Preference:

The City of Foley has accepted the local bid preference guidelines established in Act 2015-293 and allows these guidelines to be utilized when appropriate, on a case by case basis. The local preference area has been established per Resolution 15-2369-RES and is defined as the area within the police jurisdiction of the City of Foley. Bid awards may be made to local vendors in this area if their submission is within 5% of a lower bid submitted by a vendor outside of this area and a 10% preference is extended if the lower bidder is located outside the state.

1.19 Contractor Tax Credits/Incentives/Rebates:

Should a Contractor seek tax credits, incentives or rebates for energy efficiency programs or any other such program through the Federal or State Government, the Contractor shall inform the City of its intent to apply and shall negotiate terms with the City.

"The City of Foley encourages all vendors to list job openings with Job Services of Alabama."