

INVITATION TO BID

Sealed bids subject to the conditions contained herein, will be received by the City of Foley until 11:00 a.m. CST on Thursday, June 8, 2023 and then publicly opened and read at the City of Foley Conference Room, 407 East Laurel Avenue, Foley, Alabama 36535 for furnishing all labor and materials and performing all work for:

ADDITIONAL CONSTRUCTION PIPE & CULVERT

Requisition No. ST-060823

Bid documents 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 bid 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 bid and the date of the bid opening.** 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.

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.

Logan Eberly
Purchasing Agent
City of Foley, Alabama



BID FORM

BIDS TO BE OPENED AT: **11:00 A.M.**
DATE: **Thursday, June 8, 2023**

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.

Logan Eberly
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 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
_____, 2023.

FIRM: _____

BY: _____
Signature accepted in ink only

STREET ADDRESS: _____

NOTARY PUBLIC

CITY: _____ STATE: _____

BIDS MADE OUT IN PENCIL WILL NOT
BE ACCEPTED.

TERMS: _____
FOR CASH PAYMENT WITHOUT REGARD TO
DATE OF REMITTANCE

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



BIDDER'S INFORMATION:

Company Name:		
Submitted By:		
Mailing Address:		
Telephone Number:		
E-Mail Address:		
Ethics Disclosure:	Are you a City of Foley Appointed Official? Are you a City of Foley Employee? Are you the spouse of a City of Foley Appointed Official or Employee?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <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



MINIMUM BID SPECIFICATIONS

General

The City of Foley, Alabama solicits quotations from Contractors to perform the work of furnishing and delivering pipe to the Project site, at sites in the City selected by City personnel, in accordance with the conditions stated hereafter. The quotations shall remain in effect for a minimum of one year from the date that the quotation is submitted. Thereafter, the contract may be extended on a yearly basis for a total of three years if such extension is acceptable to all parties thereto.

Scope of Work

The work shall consist of furnishing all labor, equipment, and incidentals for furnishing and delivering pipe, in accordance with these Specifications and with Section 850.01 and 850.02 and General Provision No. 101.01(b) of the Alabama Highway Department Standard Specifications for Highway Construction, 2008 edition. The work will be at diverse locations in the City as selected by City personnel.

The pipe delivery will be made as requested by the City and delivered to the site specified by the City, complete, unloaded, and ready for installation.

The quotations shall include the following:

- A. Concrete pipe shall be a Class 3 with gasket joints. Round pipe shall range from 12-inch diameter to 84-inch diameter and arch pipe shall range from an 18-inch span, 11-inch rise through 88-inch span, 54-inch rise (with arch sizes designated as nominal and allowing slight size variations in accordance with the supplier’s normal manufacturer). Quotations shall also be provided for Class 3 sloped end sections for both round and arched pipe.

Quotations for concrete pipe shall include gaskets and lubricant material.

The City reserves the right to waive minor deviations from the size and gauge requirements stated.

- B. Fully bituminous-coated corrugated steel pipe shall be provided in the following thicknesses for the sizes noted (with arch sizes designated as nominal and allowing slight size variations in accordance with suppliers normal manufacture.)

1. Round Pipe

- 12, 15, 18, and 24 inch..... 16 gauge
- 12, 15, 18, 24 and 30-inch..... 14 gauge
- 30-inch through 60-inch..... 12 gauge
- 54-inch through 72-inch 10 gauge

2. Arch Pipe

- 17” x 13” through 28” x 20” 16 gauge
- 17” x 13” through 35” x 24” 14 gauge
- 35” x 24” through 71” x 47” 12 gauge
- 42” x 29” through 83” x 57” 10 gauge

Quotations for metal pipe shall include additional prices, if applicable, for connecting bands, hardware, cutting pipe on 2:1 slope where requested, or incidentals necessary for installation of the pipe.

C. High-performance (HP) polypropylene pipe for gravity-flow storm drainage: this specification describes 12– through 60–inch (300 to 1500 mm) HP Storm pipe for use in gravity-flow storm drainage applications.

1. Pipe Requirements - 12– through 60-inch (300 to 1500 mm) pipe shall have a smooth interior and annular exterior corrugations and meet or exceed ASTM F2881 and AASHTO M330.

A. Manning’s “n” value for use in design shall be 0.012.

2. Joint Performance

A. Pipe shall be joined with a gasketed integral bell & spigot joint meeting the requirements of ASTM F2881.

B. 12– through 60–inch (300 to 1500 mm) shall be watertight according to the requirements of ASTM D3212. Spigots shall have gaskets meeting the requirements of ASTM F477.

C. 12- through 60-inch (300 to 1500 mm) diameters shall have an exterior bell wrap installed by the manufacturer.

3. Fittings

A. Fittings shall conform to ASTM F2881 and AASHTO M330. Bell and spigot connections shall utilize a spun–on, welded or integral bell and spigots with gaskets meeting ASTM F477. Bell & spigot fittings joint shall meet the watertight joint performance requirements of ASTM D3212. Corrugated couplings shall be split collar, engaging at least 2 full corrugations.

4. Material Properties

A. Polypropylene compound for pipe and fitting production shall be impact modified copolymer meeting the material requirements of ASTM F2881, Section 5 and AASHTO M330, Section 6.1.



Delivery Policy

Delivery policy and cost of delivery to Foley, Alabama must be included with bid. Delivery policy and cost of delivery may be a consideration in the bid award.

Bid Award

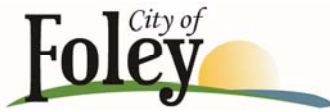
The City of Foley reserves the right to accept or reject any or all bids, make award to multiple vendors and to waive technical errors if, in the City's judgment, the best interests of the City will thereby be promoted.

Insurance - General

The Contractor shall provide insurance in accordance with the following:

- A. Contractor Coverage: The Contractor shall not commence work under this Contract until he has obtained all insurance required under the following paragraphs and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved. If the subcontractor does not take out insurance in his own name and his principal contractor wishes to provide such insurance protection for the subcontractor and such subcontractor's employees, a rider must be attached to the principal contractor's policy, which rider must take out appropriate policies in the name of the subcontractor.

- B. Liability Insurance: The following insurance coverage (with limits not less than specified herein) shall be maintained by the Contractor for the duration of the contract, affording coverage for any claim arising out of Contractor's operations herein, whether by the contractor or by any subcontractor, or by any employee or agent of either:
 - 1. Claims of employees under Workman's Compensation and other similar employee benefit acts, including claims because of bodily injury, occupational sickness or disease, or death.
 - 2. Claims arising out of bodily injury, sickness, disease or death of any person other than employees.
 - 3. Claims for damages arising out of libel, slander, false arrest, detention or imprisonment, malicious prosecution, defamation or violation of right of privacy, wrongful entry or eviction or other right of private occupancy, including claims as a result of an offense related to the employment of a claimant by Contractor. (So-called "Personal Injury").



4. Claims arising out of damage to or destruction of tangible property, including loss of use.

A. Limits of Liability

<u>Type of Insurance</u>	<u>Bodily Injury</u>
Worker's Compensation	Statutory
Employer's Liability	\$100,000 Each Accident \$500,000 By Disease – Policy \$100,000 Each Employee
Comprehensive Automobile	\$1,000,000 Per Liability Accident Bodily Injury Property Damage Combined

B. Comprehensive General Liability

Operations	\$1,000,000 Combined Single Limit Each Occurrence/Bodily Injury and Property Damage
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C. Owner's Protective Liability: The Contractor shall furnish from a carrier acceptable to the Owner, a policy of liability insurance, commonly called "Owner's Protective Liability" in the name of the Owner, providing "Independent Contractor's Coverage" for the operations embraced by this Contract with limits of \$1,000,000 bodily injury and \$1,000,000 property damage. Policy shall be endorsed that the premium is to be paid by the named contractor. This policy shall name the Engineer, Architect, and Surveyor as additional insured.

D. Property Insurance Contractor: The Contractor shall assume complete responsibility for safe-guarding all portions of the Work in progress, whether completed or not, until such work has been accepted by Owner, and shall maintain such insurance to protect himself against perils which may cause such property to be damaged or destroyed. Title to such work in progress, whether completed or not, shall remain vested in the Contractor until finally accepted by Owner.

E. Certification: The Contractor shall furnish a certificate and/or policies verifying that the above coverage is in effect before commencing any work, and that each policy is endorsed to give Owner thirty (30) days' notice in writing in the event of cancellation or material changed therein. Certificates of Insurance shall state that the Owner, the Engineers, and their agents and employees, are named as additional insured on the Contractor's Automobile Liability and Comprehensive General Liability policies. In respect to Worker's Compensation, a Waiver of Subrogation shall be issued in favor of Owner and the Owner's Engineers, Architects, Surveyors, and their agents and employees.



Bid Pricing

The City of Foley is exempt from payment of all Federal, State, and Local Taxes. Vendor can be provided with a tax exempt form if it is required.

E-Verify

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 be submitted with this bid.

Additional Information

Questions regarding this project should be e-mailed to Logan Eberly at leberly@cityoffoley.org. All questions and answers will be provided to participating contractors.

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."

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 bid and the date of the bid opening.** 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.

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 36536

Physical Address

City of Foley
Attn: Purchasing Agent
407 E. Laurel Avenue
Foley, AL 36535



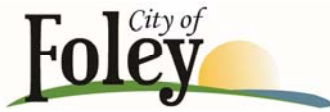
CONCRETE PIPE

DIAMETER	CLASS	PRICE PER FOOT (Includes gaskets & lubricant material)
12"	C-3	
15"	C-3	
18"	C-3	
21"	C-3	
24"	C-3	
27"	C-3	
30"	C-3	
36"	C-3	
42"	C-3	
48"	C-3	
54"	C-3	
60"	C-3	
66"	C-3	
72"	C-3	
84"	C-3	

SIZE	CLASS	PRICE PER FOOT (Includes gaskets & lubricant material)
18" x 11"	C-3 Arch	
22" x 13"	C-3 Arch	
29" x 18"	C-3 Arch	
36" x 23"	C-3 Arch	
44" x 27"	C-3 Arch	
51" x 31"	C-3 Arch	
58" x 36"	C-3 Arch	
65" x 40"	C-3 Arch	
73" x 45"	C-3 Arch	
88" x 54"	C-3 Arch	

Company _____

Representative _____



CONCRETE PIPE SLOPED END SECTIONS

ITEM	DIAMETER	CLASS	PRICE EACH
4:1 SLOPED END SECTIONS	12"	C-3	
4:1 SLOPED END SECTIONS	15"	C-3	
4:1 SLOPED END SECTIONS	18"	C-3	
4:1 SLOPED END SECTIONS	21"	C-3	
4:1 SLOPED END SECTIONS	24"	C-3	
4:1 SLOPED END SECTIONS	27"	C-3	
4:1 SLOPED END SECTIONS	30"	C-3	
4:1 SLOPED END SECTIONS	36"	C-3	
4:1 SLOPED END SECTIONS	42"	C-3	
4:1 SLOPED END SECTIONS	48"	C-3	
4:1 SLOPED END SECTIONS	54"	C-3	
4:1 SLOPED END SECTIONS	60"	C-3	
4:1 SLOPED END SECTIONS	66"	C-3	
4:1 SLOPED END SECTIONS	72"	C-3	
4:1 SLOPED END SECTIONS	84"	C-3	

ITEM	SIZE	CLASS	PRICE EACH
4:1 SLOPED END SECTIONS	18" x 11"	C-3 Arch	
4:1 SLOPED END SECTIONS	22" x 13"	C-3 Arch	
4:1 SLOPED END SECTIONS	29" x 18"	C-3 Arch	
4:1 SLOPED END SECTIONS	36" x 23"	C-3 Arch	
4:1 SLOPED END SECTIONS	44" x 27"	C-3 Arch	
4:1 SLOPED END SECTIONS	51" x 31"	C-3 Arch	
4:1 SLOPED END SECTIONS	58" x 36"	C-3 Arch	
4:1 SLOPED END SECTIONS	65" x 40"	C-3 Arch	
4:1 SLOPED END SECTIONS	73" x 45"	C-3 Arch	
4:1 SLOPED END SECTIONS	88" x 54"	C-3 Arch	

Company _____

Representative _____



**FULLY BITUMINOUS -
 COATED CORRUGATED STEEL PIPE**

ITEM	DIAMETER	GAUGE	PIPE PRICE PER FOOT	BAND PRICE PER FOOT
ROUND	12"	16		
ROUND	15"	16		
ROUND	18"	16		
ROUND	24"	16		
ROUND	12"	14		
ROUND	15"	14		
ROUND	18"	14		
ROUND	24"	14		
ROUND	30"	14		
ROUND	30"	12		
ROUND	36"	12		
ROUND	42"	12		
ROUND	48"	12		
ROUND	54"	12		
ROUND	60"	12		
ROUND	54"	10		
ROUND	60"	10		
ROUND	66"	10		
ROUND	72"	10		

Company _____

Representative _____

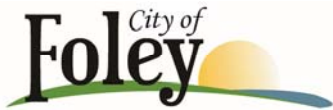


**FULLY BITUMINOUS -
 COATED CORRUGATED STEEL PIPE**

ITEM	DIAMETER	GAUGE	PIPE PRICE PER FOOT	BAND PRICE PER FOOT
ARCHED	17" x 13"	16		
ARCHED	24" x 18"	16		
ARCHED	28" x 20"	16		
ARCHED	17" x 13"	14		
ARCHED	24" x 18"	14		
ARCHED	28" x 20"	14		
ARCHED	35" x 24"	14		
ARCHED	35" x 24"	12		
ARCHED	42" x 29"	12		
ARCHED	49" x 33"	12		
ARCHED	57" x 38"	12		
ARCHED	64" x 43"	12		
ARCHED	71" x 47"	12		
ARCHED	42" x 29"	10		
ARCHED	49" x 33"	10		
ARCHED	57" x 38"	10		
ARCHED	64" x 43"	10		
ARCHED	71" x 47"	10		
ARCHED	77" x 52"	10		
ARCHED	83" x 57"	10		

Company _____

Representative _____

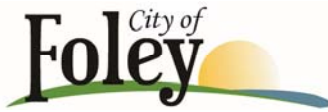


**FULLY BITUMINOUS
COATED CORRUGATED STEEL PIPE
SLOPED END SECTIONS**

ITEM	SIZE	PRICE EACH
2:1 SLOPED END SECTIONS	12"	
2:1 SLOPED END SECTIONS	15"	
2:1 SLOPED END SECTIONS	18"	
2:1 SLOPED END SECTIONS	24"	
2:1 SLOPED END SECTIONS	30"	
2:1 SLOPED END SECTIONS	36"	
2:1 SLOPED END SECTIONS	42"	
2:1 SLOPED END SECTIONS	48"	
2:1 SLOPED END SECTIONS	54"	
2:1 SLOPED END SECTIONS	60"	
2:1 SLOPED END SECTIONS	66"	
2:1 SLOPED END SECTIONS	72"	

Company _____

Representative _____



HP STORM DUAL WALL FABRICATED 11.25° BENDS (PLAIN END)

SIZE	PRICE EACH
12"	
15"	
18"	
24"	
30"	
36"	
42"	
60"	

HP STORM DUAL WALL FABRICATED 11.25° BENDS (BELL\BELL)

SIZE	PRICE EACH
12"	
15"	
18"	
24"	

Company _____

Representative _____



HP STORM DUAL WALL FABRICATED 11.25° BENDS (IB BELL\IB SPIGOT)

SIZE	PRICE EACH
30"	
36"	
42"	
48"	
60"	

HP STORM DUAL WALL FABRICATED 22.5° BENDS (PLAIN END)

SIZE	PRICE EACH
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
60"	

Company _____

Representative _____



HP STORM DUAL WALL FABRICATED 22.5° BENDS (BELL\BELL)

SIZE	PRICE EACH
12"	
15"	
18"	
24"	

HP STORM DUAL WALL FABRICATED 30° BENDS (PLAIN END)

SIZE	PRICE EACH
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
60"	

Company _____

Representative _____



HP STORM DUAL WALL FABRICATED 30° BENDS (BELL\BELL)

SIZE	PRICE EACH
12"	
15"	
18"	
24"	

HP STORM DUAL WALL FABRICATED 30° BENDS (IB BELL\IB SPIGOT)

SIZE	PRICE EACH
30"	
36"	
42"	
48"	
60"	

Company _____

Representative _____



HP STORM DUAL WALL FABRICATED 45° BENDS (PLAIN END)

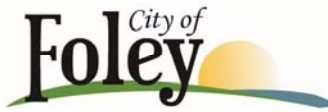
SIZE	PRICE EACH
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
60"	

**HP STORM DUAL WALL FABRICATED SWEEPING 45° BENDS
(PLAIN END)**

SIZE	PRICE EACH
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
60"	

Company _____

Representative _____



HP STORM DUAL WALL FABRICATED 45° BENDS (BELL\BELL)

SIZE	PRICE EACH
12"	
15"	
18"	
24"	

**HP STORM DUAL WALL FABRICATED SWEEPING 45° BENDS
(BELL\BELL)**

SIZE	PRICE EACH
12"	
15"	
18"	
24"	

Company _____

Representative _____



HP STORM DUAL WALL FABRICATED 45° BENDS (IB BELL\IB SPIGOT)

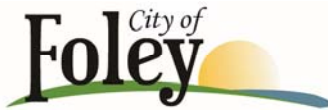
SIZE	PRICE EACH
30"	
36"	
42"	
48"	
60"	

**HP STORM DUAL WALL FABRICATED SWEEPING 45° BENDS
(IB BELL\IB SPIGOT)**

SIZE	PRICE EACH
30"	
36"	
42"	
48"	
60"	

Company _____

Representative _____



HP STORM DUAL WALL FABRICATED 90° BENDS (PLAIN END)

SIZE	PRICE EACH
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
60"	

HP STORM DUAL WALL FABRICATED 90° BENDS (BELLBELL)

SIZE	PRICE EACH
12"	
15"	
18"	
24"	

Company _____

Representative _____



HP STORM DUAL WALL FABRICATED 90° BENDS (IB BELL\IB SPIGOT)

SIZE	PRICE EACH
30"	
36"	
42"	
48"	
60"	

HP STORM DUAL WALL FABRICATED 45° WYES (PLAIN END)

SIZE	PRICE EACH
12"	
15"	
18"	

Company _____

Representative _____



HP STORM DUAL WALL FABRICATED 45° WYES (BELL\BELL)

SIZE	PRICE EACH
12"	
15"	
18"	

HP STORM DUAL WALL FABRICATED REDUCING 45° WYES (PLAIN END)

SIZE	PRICE EACH
15" x 12"	
18" x 12"	
18" x 15"	
24" x 12"	
30" x 12"	
30" x 15"	
36" x 12'	
36" x 15"	
36" x 18"	

Company _____

Representative _____



HP STORM DUAL WALL FABRICATED REDUCING 45° WYES (PLAIN END)

SIZE	PRICE EACH
42" x 12"	
42" x 15"	
42" x 18"	
48" x 12"	
48" x 15"	
48" x 18"	
48" x 24"	
60" x 12"	
60" x 15"	
60" x 18"	
60" x 24"	

HP STORM DUAL WALL FABRICATED REDUCING 45° WYES (BELL/BELL)

SIZE	PRICE EACH
15" x 12"	
18" x 12"	
18" x 15"	
24" x 12"	

Company _____

Representative _____



**HP STORM DUAL WALL FABRICATED REDUCING 45° WYES
(IB BELL\IB SPIGOT\BELL)**

SIZE	PRICE EACH
30" x 12"	
30" x 15"	
36" x 12"	
36" x 15"	
36" x 18"	
42" x 12"	
42" x 15"	
42" x 15"	
48" x 18"	
48" x 24"	
48" x 18"	
48" x 24"	
60" x 12"	
60" x 15"	
60" x 18"	
60" x 24"	

Company _____

Representative _____



HP STORM DUAL WALL FABRICATED TEES (PLAIN END)

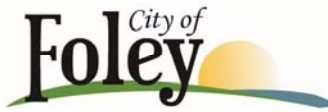
SIZE	PRICE EACH
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
60"	

HP STORM DUAL WALL FABRICATED TEES (BELL\BELL)

SIZE	PRICE EACH
12"	
15"	
18"	
24"	

Company _____

Representative _____



HP STORM DUAL WALL FABRICATED TEES (IB BELL\IB SPIGOT\IB BELL)

SIZE	PRICE EACH
30"	
36"	
42"	
48"	
60"	

HP STORM DUAL WALL FABRICATED TEES (BELL\BELL)

SIZE	PRICE EACH
30"	
36"	
42"	
48"	
60"	

Company _____

Representative _____

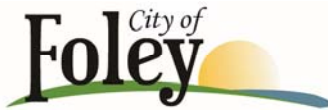


HP STORM DUAL WALL FABRICATED REDUCING TEES (PLAIN END)

SIZE	PRICE EACH
15" x 12"	
18" x 12"	
18" x 15"	
24" x 12"	
24" x 15"	
24" x 18"	
30" x 12"	
30" x 15"	
30" x 18"	
30" x 24"	
36" x 12"	
36" x 15"	
36" x 18"	
36" x 24"	

Company _____

Representative _____



HP STORM DUAL WALL FABRICATED REDUCING TEES (PLAIN END)

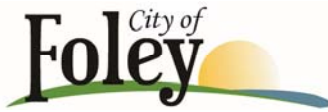
SIZE	PRICE EACH
42" x 12"	
42" x 15"	
42" x 18"	
42" x 24"	
48" x 12"	
48" x 15"	
48" x 18"	
48" x 24"	
60" x 12"	
60" x 15"	
60" x 18"	
60" x 24"	

HP STORM DUAL WALL FABRICATED REDUCING TEES (BELL/BELL)

SIZE	PRICE EACH
15" x 12"	
18" x 12"	
18" x 15"	
24" x 12"	
24" x 15"	
24" x 18"	

Company _____

Representative _____



**HP STORM DUAL WALL FABRICATED REDUCING TEES
(IB BELL\IB SPIGOT\BELL)**

SIZE	PRICE EACH
30" x 12"	
30" x 15"	
30" x 18"	
30" x 24"	
36" x 12"	
36" x 15"	
36" x 18"	
36" x 24"	

**HP STORM DUAL WALL FABRICATED REDUCING TEES
(IB BELL\IB SPIGOT\BELL)**

SIZE	PRICE EACH
42" x 12"	
42" x 15"	
42" x 18"	
42" x 24"	
48" x 12"	
48" x 15"	
48" x 18"	
48" x 24"	
60" x 12"	
60" x 15"	
60" x 18"	
60" x 24"	

Company _____

Representative _____



HP STORM DUAL WALL FABRICATED REDUCERS (PLAIN END)

SIZE	PRICE EACH
15" x 12"	
18" x 12"	
18" x 15"	
24" x 12"	
24" x 15"	
24" x 18"	
30" x 12"	
30" x 15"	
30" x 18"	
30" x 24"	
36" x 12"	
36" x 15"	
36" x 18"	
36" x 24"	

Company _____

Representative _____



HP STORM DUAL WALL FABRICATED REDUCERS (PLAIN END)

SIZE	PRICE EACH
42" x 12"	
42" x 15"	
42" x 18"	
42" x 24"	
48" x 12"	
48" x 15"	
48" x 18"	
48" x 24"	
60" x 12"	
60" x 15"	
60" x 18"	
60" x 24"	

HP STORM DUAL WALL FABRICATED REDUCERS (BELL/BELL)

SIZE	PRICE EACH
15" x 12"	
18" x 12"	
18" x 15"	
24" x 12"	
24" x 15"	
24" x 18"	

Company _____

Representative _____



HP STORM DUAL WALL FABRICATED REDUCERS (IB BELL\BELL)

SIZE	PRICE EACH
30" x 12"	
30" x 15"	
30" x 18"	
30" x 24"	
36" x 12"	
36" x 15"	
36" x 18"	
36" x 24"	

HP STORM DUAL WALL FABRICATED REDUCERS (IB BELL\BELL)

SIZE	PRICE EACH
42" x 12"	
42" x 15"	
42" x 18"	
42" x 24"	
48" x 12"	
48" x 15"	
48" x 18"	
48" x 24"	
60" x 12"	
60" x 15"	
60" x 18"	
60" x 24"	

Company _____

Representative _____



HP STORM DUAL WALL FABRICATED REDUCERS (IB SPIGOT\BELL)

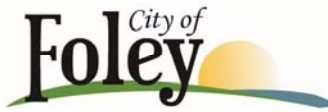
SIZE	PRICE EACH
30" x 12"	
30" x 15"	
30" x 18"	
30" x 24"	
36" x 12"	
36" x 15"	
36" x 18"	
36" x 24"	

HP STORM DUAL WALL FABRICATED REDUCERS (IB SPIGOT\BELL)

SIZE	PRICE EACH
42" x 12"	
42" x 15"	
42" x 18"	
42" x 24"	
48" x 12"	
48" x 15"	
48" x 18"	
48" x 24"	
60" x 12"	
60" x 15"	
60" x 18"	
60" x 24"	

Company _____

Representative _____



**HP STORM HP DUAL WALL DISSIMILAR MATERIAL ADAPTER FITTING
(PLAIN END)**

SIZE	PRICE EACH
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
60"	

**HP STORM DUAL WALL TO RCP MANHOLE ADAPTER FITTING
(BELL END) WATER TIGHT CONNECTION**

SIZE	PRICE EACH
12"	
15"	
18"	
24"	

Company _____

Representative _____



HP STORM DUAL WALL 12" - 60" JOINT PUSHER

SIZE	PRICE EACH
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
60"	

HP STORM DUAL WALL FABRICATED END CAPS 12" - 60" (PLAIN END)

SIZE	PRICE EACH
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
60"	

Company _____

Representative _____



HP STORM DUAL WALL FABRICATED END CAPS 12" - 24" (BELL END)

SIZE	PRICE EACH
12"	
15"	
18"	
24"	

**HP STORM DUAL WALL FABRICATED END CAPS 30" - 60" DIAMETER
(IB BELL)**

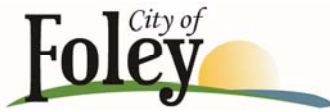
SIZE	PRICE EACH
30"	
36"	
42"	
48"	
60"	

**HP STORM DUAL WALL FABRICATED END CAPS 30" - 60" DIAMETER
(IB SPIGOT)**

SIZE	PRICE EACH
30"	
36"	
42"	
48"	
60"	

Company _____

Representative _____



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 bid requisition 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:

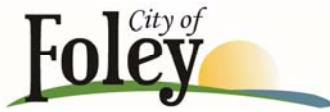
Terms offering a discount for prompt payment will be considered in determining the low bid. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the product or service judged acceptable to the City of Foley or (2) a correct invoice and other required 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:

Unless otherwise specified, 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.”