

INVITATION TO BID

Sealed bids subject to the conditions contained herein, will be received by the City of Foley until 10:00 a.m. CST on Wednesday, May 22, 2024 and then publicly opened and read in the City of Foley Conference Room, 407 East Laurel Avenue, Foley, Alabama 36535 for furnishing all labor and materials and performing all work for:

MATHIS PARK PLAYGROUND FENCE Requisition No. PR-052224

The scope of work consists principally of all material and labor to install 215' of 4' high commercial grade ornamental aluminum fence with one 4' wide self-closing gate with magnetic child safety latch and two 4' wide gates with a standard latch.

Drawings & specifications may be obtained at Foley City Hall, 407 East Laurel Avenue, Foley, Alabama, 36535, by calling (251) 943-1545, or 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 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. If hand delivering, the bid envelopes must be "Date and Time" stamped at the receptionist's desk when the bid packages are turned in.** 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.

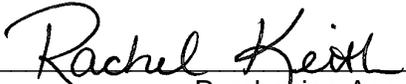
Rachel Keith
Project & Risk Manager
City of Foley, Alabama



BID FORM

BIDS TO BE OPENED AT: **10:00 A.M.**
DATE: **Wednesday, May 22, 2024**

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.


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.

THIS BID MUST BE NOTARIZED
Sworn to and subscribed before me
this the _____ day of
_____, 2024.

NOTARY PUBLIC

BIDS MADE OUT IN PENCIL WILL NOT
BE ACCEPTED.

FIRM: _____

BY: _____
Signature accepted in ink only

STREET ADDRESS: _____

CITY: _____ STATE: _____

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

ALL BIDDERS MUST USE OUR BID FORM(S). 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

The City of Foley is soliciting bids for a fence and three gates to be installed around the Mathis Park Playground located at 6th Avenue and S. Cedar St.

Scope of Work

The bidder will provide fencing and all materials and labor necessary to construct approximately 215' of 4' high commercial grade ornamental aluminum fence. The fence should also include an entrance with one 4' wide self-closing gate with a magnetic child safety latch and another entrance with two 4' wide gates with a standard latch. The fence posts shall be anchored to the top of the concrete curb surrounding the playground using stainless steel anchors.

Bidder shall provide the following and shall include any other miscellaneous items not listed in order to complete the project.

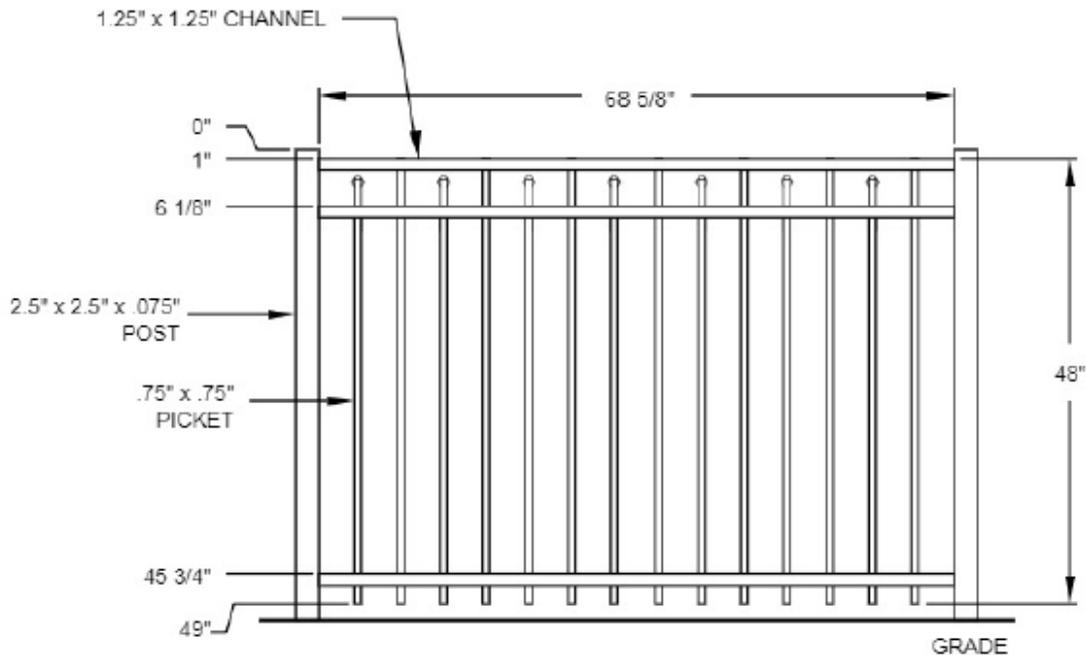
Materials and labor to install fencing and gates:

- Aluminum Fence Supply – 68.625" Panel Series C (or equivalent)
- Color choice – Matte Black
- 215' of 4' high commercial grade ornamental aluminum fence
- 2½" x 72" line and post
- Posts shall be anchored to the concrete curb surrounding the playground using stainless steel anchors
- One (1) 4' wide self-closing gate with a magnetic child safety latch
- Two 4' wide gates with a standard latch.

More information is provided in a separate document titled "Mathis Park Fence Design.pdf".

Please note that 215' feet is an estimate. Bidders should verify measurements at the site prior to bidding. Exact gate locations will be determined once the playground and concrete curbing is near completion. All fencing and gates will be installed on top of the concrete curbing surrounding the park.

Fence Panel Dimensions



General Requirements

To be eligible for consideration, bids must be submitted on complete original forms found in this bid packet. All executed bid forms and documents must be submitted in a sealed envelope. The outside of the sealed envelope should be clearly marked, identifying the project name, date and time of the bid opening, the contractor’s name and current State of Alabama General Contractor’s license number (if applicable). 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. If hand delivering, the bid envelope must be “Date and Time” stamped at the receptionist’s desk when the bid package is turned in.

If bid exceeds the amount established by the State Licensing Board for General Contractors, Contractor must be licensed under the provisions of Title 34, Chapter 8, Code of Alabama, 1975, and must possess a current State of Alabama General Contractors Board Certification. Contractor shall provide evidence of such 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 bid is \$100,000 or more, bidder 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.

If awarded the bid and prior to beginning work, the Contractor is required to have a current City of Foley Business License.



Awarded Contractor must provide proof of liability insurance by furnishing a Certificate of General Liability Insurance, Workers Compensation Insurance and Proof of Automobile General Liability Insurance. The liability insurance must be maintained for the life of the project or contract. The contractor shall add the City of Foley as an additional insured on their liability policy for the life of the project or contract. The contractor's insurance is to be the primary coverage over any insurance the City of Foley may have.

If awarded bid is \$100,000 or more, a Performance Bond and Payment Bond must be executed upon bid award with a penalty equal to one hundred (100%) percent of the amount of the contract price.

If the project amount submitted by the selected bidder is \$100,000.00 or greater, a background check will be performed per City of Foley Ordinance No. 1029-08, General Conditions, Section 1.14 and bid award will be contingent upon successful background check results.

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.

Contract Award

Upon receipt of bids, it will be the decision of the City of Foley to award or not award the bid. The City reserves the right to reject any or all proposals and to waive technical errors, if, in the City's judgment, the best interest of the City will thereby be promoted.

Bid award will be based on total bid amount.

The work shall be coordinated between the awarded Contractor and the Parks & Recreation Department. A Notice to Proceed will be issued accordingly to the Contractor by the Owner, or its authorized representative.

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

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 thirty (30) calendar 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 and No/100 (\$100.00) for each day thereafter, Saturdays, Sundays and holidays included, 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 Parks & Recreation Department Director or his representative. 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 Parks and Recreation Director or his representative. Any discrepancies will be addressed and resolved prior to issuing final payment.

Park Closure and Safety

The selected contractor shall work with the Parks and Recreation Director regarding any necessary partial or complete playground closures during the construction period. The selected contractor will also establish a safe work area by the use of barricades or other means during the construction process.

Permits and Building Codes

The selected contractor shall obtain all permits required for this project, provide building drawings, site plan, etc. for review by the City Building/Inspections Department when required and shall meet all current building code requirements for construction.

Replacement of Damaged Property

The contractor shall replace all property damaged by him including fences, trees, plants, grass, walks, drives, building surfaces, etc.

Waiver of Subrogation

Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City. 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.

Additional Information

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 3 within this bid packet.

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, bids 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, company information, general contractors license number (if applicable) 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



PRICE SHEET

The following price shall include all labor, materials, equipment removal, overhead, profit, insurance, etc., to cover the finished work as established in the drawings and specifications.

Item Description	Total Project Cost
Mathis Park Playground Fence & Gates	\$ _____

Company: _____

Submitted By: _____

State of AL Contractor's License (if applicable): _____

Address: _____

Phone: _____



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 \$100,000 will be contingent upon the results of a background check of the successful low bidder as stated in Ordinance No. 23-2028. 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 Beason-Hammon Act:
Must be in compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 dealing with immigration (Immigration Act).
- 1.18 Alabama Immigration Law:
The Contractor receiving the bid award must abide by the Alabama Immigration Law (also referred to as "Act 2011-535" and codified in State law as Title 31, Chapter 13 of the Code of Alabama 1975) and as it was amended by Act #2012-491 that was signed by Governor Bentley on May 18, 2012.

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