

## INVITATION TO BID

Sealed bids subject to the conditions contained herein, will be received by the City of Foley until 10:30 a.m. CST on Thursday, January 25, 2024 and then publicly opened and read at the City of Foley Council Chambers, 407 East Laurel Avenue, Foley, Alabama 36535 for furnishing all labor and performing all work for:

### **ATHLETIC FIELD LIGHTING INSTALLATION PROJECT Requisition No. LS-012524**

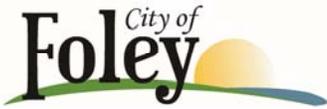
Specifications may be obtained at Foley City Hall, 407 East Laurel Avenue, Foley, Alabama, 36535, by calling (251) 943-1545, or, the bid may be downloaded from the City's website at <http://www.cityoffoley.org>.

A voluntary pre-bid meeting will be held at the Foley High School Football Practice Field located at 1 Pride Place, Foley, AL 36535 at 9:00 a.m. CST on Wednesday, January 10, 2024. In the pre-bid meeting, the City will review the scope of work and the desired result.

To be eligible for consideration, bids must be submitted on complete original proposal forms found in the bid package. **The complete 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. The Bidder's Alabama State Contractor's License Number shall be on the outside of the envelope or bid will not be opened.** 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 Manager  
City of Foley, Alabama



**BID FORM**

BIDS TO BE OPENED AT: **10:30A.M.**  
DATE: **Thursday, January 25, 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.

*Rachel Keith*  
Project Manager

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SPECIFICATIONS: SEE ATTACHED

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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.

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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  
\_\_\_\_\_, 2024.

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature accepted in ink only

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

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:**

<b>Company Name:</b>		
<b>General Contractor Number:</b>		
<b>Submitted By:</b>		
<b>Mailing Address:</b>		
<b>Telephone Number:</b>		
<b>E-Mail Address:</b>		
<b>Ethics Disclosure:</b>	<b>Are you a City of Foley Appointed Official?</b> <b>Are you a City of Foley Employee?</b> <b>Are you the spouse of a City of Foley Appointed Official or Employee?</b>	<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

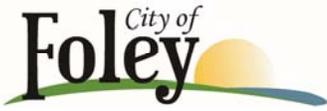
No.	Date

No.	Date

No.	Date

No.	Date

No.	Date



## **PROJECT SUMMARY**

The City of Foley will be seeking proposals for the installation of Musco lights at the Foley High School Football Practice Field located at 1 Pride Place, Foley, AL 36535. The City will be purchasing the materials directly from MUSCO. The Contractor shall be responsible for accepting the delivery of equipment, properly storing all materials and the install of a complete and operational system per the manufacturer's instructions. The lights are expected to arrive in March 2024 and the contractor will be provided a Notice to Proceed to begin work within 14 days of the product arrival. The goal is to have the field lighting operational by May 2024.

## **PART 1 – GENERAL**

**Contractors:** This is an **INSTALL ONLY** specification for owner furnished sports lighting materials. It is the intent of the City of Foley to furnish Musco's TLC-LED Lighting System for this project. The contractor shall be responsible for accepting delivery of equipment and the installation of all Sports Lighting equipment. In order to assist the contractors, a BOM of all items to be provided by the owner will be included. The install requirements are as listed below.

### **1.1 ELECTRICAL SYSTEM REQUIREMENTS**

- A. Contractor Responsibility: The installing contractor shall be responsible for providing the equipment and installation of a complete and operational system commencing from the secondary side of the service transformer and terminating at the safety disconnect within the electrical enclosure, 10' above grade, on each lighting pole. The electrical contractor shall verify the voltage and phase of the service, with the local power company and the Owner's representative before any equipment is installed.
  
- B. Electric Power Requirements for the Sports Lighting Equipment:  
Electric power: 480 Volt, 1 Phase (To Be confirmed by EC)
  
- C. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.
  
- D. System Design
  - 1. The electrical system equipment shall consist of:
    - a. Conductors and conduit from the main service transformer/breaker panel to the service entrance panel board.
    - b. Conductors and conduit for the feeder circuit from the service entrance panel board (or from the contactor panel if applicable) to the safety disconnect mounted in the electrical enclosure on each lighting pole 10' above grade.
    - c. Grounding conductors and grounding methods for the following:
      - (1) The main service entrance panel board. (per NEC or local codes)
      - (2) The lighting contactor enclosure. (per NEC or local codes)
      - (3) Each electrical component enclosure mounted on the lighting poles. (Equipment Grounding System) (per NEC or local codes)
      - (4) Lightning Protection for individual poles as follows (per NFPA 780):
        - i. For All New Poles.
          - (a) Manufacturer shall provide integrated lightning grounding via concrete encased electrode grounding system as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.



2. Underground wiring shall be all copper wire and shall be installed in PVC Schedule 40 conduit and shall be buried to a depth meeting the NEC and local electrical codes. Acceptable copper wire types need to comply with any local requirements, but will be labeled either THHN or THWN. If above ground conduit must be used, it shall be rigid galvanized steel. Conduit elbows located at the electrical panel shall be rigid galvanized steel.

E. Trenching or Directional Boring

1. The installing contractor shall be responsible for locating all underground utilities including, but not limited to: natural gas, electric, water, sewer, cable TV, and telephone.
2. The owner shall be responsible for locating and staking any underground facilities that are not utility related. Owner accepts responsibility for damage to such facilities that are not properly located or staked.
3. Trenching depth and width shall be adequate to install appropriately sized conduit and to meet local and National Electrical Codes.
4. Trenches shall be back-filled with excavated soil and compacted to approximately the same density of the surrounding soil to minimize settlement.
5. No trench line or feeder circuit shall cross the playing area.

F. Design Standards

1. All circuits shall be designed so that the voltage at the safety disconnect in the electrical enclosure near the base of each pole is within 3% of nominal.
2. All work shall meet local and National Electrical Codes. It shall be the installing contractors' responsibility to correct any work deemed unacceptable by local electrical inspectors.
3. All electrical components shall be UL Listed for the appropriate application.
4. Contractor shall daisy chain each two poles on each side of the field Consult lighting equipment specifications and lighting manufacturer for special circuitry information.

G. Submittal Information

The successful contractor shall provide an electrical plan/schematic, detailing all of the equipment described above, to the owner prior to commencing work. This electrical plan/schematic shall bear the stamp of an Electrical Engineer with P.E. status within the State of Alabama.

## **PART 2 – EXECUTION**

### **2.1 CONTRACTOR'S DUTIES**

All work performed under this contract shall be performed in accordance with all provisions of these specifications and drawings. Any deviations from the specifications or plans must be approved in writing by the owner or his representative.

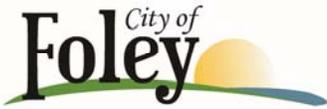
- A. Initial site inspection: The contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspection. The contractor shall immediately upon discovery, bring to the attention of the owner any conflicts that may occur among the various provisions of the specifications and plans. The owner shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the contractor due to such conflict. Failure of the contractor to bring conflicts or exceptions to the attention of the owner shall allow the owner to require any change deemed necessary before acceptance by the owner.

**B. Insurance Requirements:**

1. **Contractor's and Subcontractor's Insurance:** The contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the owner, nor shall the contractor allow any subcontractor to commence work on his sub-contract until the insurance required of the subcontract has been so obtained and approved. Insurance Certificate provided to the City shall list the City of Foley as an additional insured.
2. **Workman's Compensation Insurance:** The contractor shall procure and shall maintain during the life of the contract, Workman's Compensation Insurance and Death Liability Insurance for all of the employees engaged in work on the project under the contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workman's Compensation Insurance and Death Liability Insurance for all of the latter's employees engaged in such work unless such employees engaged in hazardous work on the project under his contract are not protected under Workman's Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees not otherwise protected.
3. **Contractor's Public Liability and Property Damage Insurance:** The contractor shall procure and shall maintain during the life of this contract, Contractor's Public Liability Insurance in an amount not less than \$500,000 for injuries, including accidental death to any one person and subject to the same limit for each person in an amount not less than \$500,000 on account of one accident, the Contractor's Property Damage Insurance in an amount not less than \$100,000 each occurrence and aggregate.
4. **Subcontractor's Public Liability and Property Damage Insurance:** The contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in subparagraph 3 hereof in the amount specified.
5. **Automobile Public and Property Damage Insurance:** The contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Automobile Public Liability Insurance in an amount not less than \$500,000 single limit for injuries, including accidental death and property damage. Insurance for automobiles shall include: the contractor's owned automobiles and trucks, hired automobiles and trucks, and automobiles and trucks not owned by the contractor.

- C. Bonding:** 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.

The successful contractor shall furnish a performance bond in an amount equal to one hundred percent (100%) of the contract as security for the faithful performance of this contract, and a labor and material payment bond in an amount of one hundred percent (100%), or in the penal sum not greater than that prescribed by state, territory, or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The bonds shall be written by a surety licensed to do business in the locale in which the work is being performed and shall be satisfactory to the owner.



The successful contractor shall, upon completion of the project, protect the owner against defective materials or faulty workmanship for a period of one year. The contractor, at the owner's request, shall furnish a maintenance bond for the above outlined maintenance term. This bond shall be in an amount not to exceed one hundred percent (100%) of the contract price.

- D. Codes, Permits and Licenses: All work shall comply with the applicable rules of the National Electrical Code, the National Electrical Safety Code, the National Fire Codes, (published by the National Fire Protection Association), state and local codes and ordinances, and the terms and conditions of the services of the electrical utility, as well as any other authorities that may have lawful jurisdiction pertaining to the work specified. None of the terms or provisions of this specification shall be construed as waiving any of the rules, regulations or requirements of these authorities. The contractor shall procure all necessary permits or licenses to carry out his work, and shall pay the lawful fee therefore, as well as for any inspection fee or the cost of a certificate of approval.

In any instance where these specifications call for materials for construction of a better quality or larger size than required by the codes, the provisions of these specifications shall take precedence. The codes shall govern in the case of direct conflict between the codes and the plans and the specifications.

## **2.2 MATERIALS**

- A. Approved Materials: All materials supplied by the contractor under the provisions of these specifications and plans shall be new materials of the kind and character called for by the specifications. Defective equipment or material damaged in the course of installation or tests shall be replaced or repaired in a manner satisfactory to the owner. All materials and equipment to be furnished under these specifications shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design.
- B. Alternate Materials: The materials specified have been determined to have characteristics appropriate for the purposes of this project. Alternate materials will only be considered as a substitute bid on a separate substitution sheet. No bid will be approved which proposes to use a non-approved substitute. Substitutions will not be considered in determining the lowest responsive bid. The owner reserves the right to reject any or all bids.

## **2.3 SITE ACCESS**

- A. Contractor Access: Contractors will be required to coordinate with Foley High School personnel for an appropriate lay-down yard for the materials. For the performance of the contract, the contractor will be permitted to occupy such portions of the site as shown on the plans, or as permitted by the owner or his representative. A reasonable amount of tools, materials or equipment for construction purposes may be stored in such place, but not more than is necessary to avoid delays in construction. Excavated and waste materials shall be piled or stocked in such a way as to not interfere with spaces that may be designated to be left free and unobstructed, not to inconvenience other contractors or the owners.

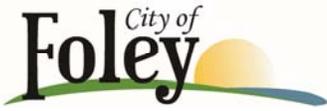
- B. **Owner's Access:** The owner's representative shall at all times have access to the work site. The contractor shall keep the owner advised of the progress of the project and shall provide opportunity for the owner or his representative to inspect each phase of the project. The contractor shall provide proper and safe facilities for such access and for inspection.

## **2.4 REPLACEMENT OF DAMAGED PROPERTY**

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

## **2.5 INSTALLATION**

- A. **Manufacturer's Instructions:** Written instructions for the installation of the sports lighting equipment shall be provided by the manufacturer. The contractor shall review the instructions prior to beginning installation and review any areas of concern with the manufacturer.
- B. **Installation of Equipment:** Contractor shall install lighting equipment per manufacturer's stated requirements to ensure lighting performance is achieved.
- C. **Manufacturer Representative:** A qualified representative from the sports lighting manufacturer shall be available to provide installation guidance if required by the contractor.
- D. **Handling of Equipment:** The lighting equipment shall be properly secured, stored and handled in an appropriate manner to ensure no materials are stolen and that the installation be done safely and prevent damage to the equipment. Repair or replacement of damaged component shall be the responsibility of the installing contractor.
- E. **Rigging:** Use the appropriate rated web fabric slings to lift components into position. Chains or cables shall not be allowed due to potential failure and damage to components.
- F. **Completion Time:** All construction and installation shall be completed within 30 days after delivery of equipment. If construction is not completed within the specified period, and the delay is due to the fault of the contractor, the owner may charge the contractor liquidated damages in the amount of \$150 per day.
- G. **Clean-up:** Upon completion of the work and before acceptance and final payment is made, the contractor shall clean and remove from the site of the work, surplus and discarded materials, temporary structures and debris of every kind. The contractor shall leave the site of work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the owner.



## **2.6 FIELD QUALITY CONTROL**

- A. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA RP-6-01, Appendix B.
  
- B. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual install is not in conformance with the requirements of the lighting manufacture the Contractor shall be liable to any or all of the following if installation of the lighting equipment does not conform to manufacturer's stated requirements:
  - 1. Contractor shall at his expense correct any incorrectly installed materials.
  - 2. The system must be operational upon completion of install.
  - 3. The contractor will coordinate with the lighting manufacture to verify light levels and that aiming is correct.

## **2.7 WARRANTY**

MUSCO lights include a 25 year warranty. Contractor will be responsible for a 5 year installation warranty.

## **DRAWINGS**

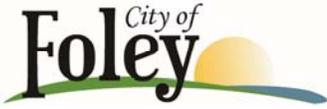
Refer to the attached drawings for additional information (File Name: Foley High School Practice Field Drawings)

## **GENERAL REQUIREMENTS**

To be eligible for consideration, bids must be submitted on forms found in the bid packet. The complete bid packet, with all executed bid forms and documents, must be submitted in a sealed envelope and the outside of the envelope shall be clearly marked with the following information: Bid Name, Bid Requisition Number, Contractor's License No., Contractor's name & address. If hand delivering the bid, the envelope must be "Date and Time" stamped at the receptionist's desk when the bid package is turned in. 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 total project bid is \$50,000 or greater, a General Contractor's License shall be required. All bidders 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, and must have the required major classification per Section 230-X-1-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code. 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. The bidder shall also show such evidence by clearly displaying his or her **current license number** on the outside of the sealed envelope in which the proposal is delivered or bid packet will not be opened.

If awarded the bid and prior to beginning work, the Contractor is required to have a current City of Foley Business License. If the successful bidder's award amount is \$100,000.00 or greater, a background check will be performed per City of Foley Ordinance No. 1029-08 and 23-2028-ORD, General Conditions, Section 1.14.



Prior to beginning work, Contractor shall obtain the appropriate City of Foley permits.

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 PERIOD**

The work shall be commenced within **fourteen (14)** 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 Notice to Proceed. The contractor can commence work anytime upon receiving a contract. However, the 30 day completion period will not begin until receipt of Musco materials delivered on site. The goal is to have the field lighting operational by May 2024.

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 and Fifty Dollars (\$150.00)** 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 Leisure Service 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, Leisure Services Department, and Foley High School. Any discrepancies will be addressed and resolved prior to issuing final payment.

### **ADDITIONAL INFORMATION**

Questions regarding this project should be e-mailed to Rachel Keith at [rkeith@cityoffoley.org](mailto:rkeith@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



## PRICE SHEET

The following unit price shall include all labor, materials, incidentals, overhead, profit, insurance, etc., to cover the finished work called for. Bidder understands that the Owner reserves the right to reject any and all bids. The Bidder understands that he must submit this document with the bid.

Item Description	Total Project Cost
Total Cost to accept delivery of new Musco owner furnished lights and installation.	\$ _____

**Company:** \_\_\_\_\_

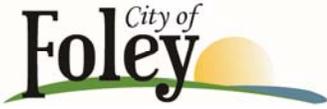
**Submitted By:** \_\_\_\_\_

**State of Alabama Contractor's License Number:** \_\_\_\_\_

**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:

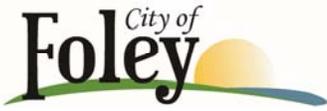
Terms offering a discount for prompt payment will be considered in determining the low bid. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the product or service judged acceptable to the City of Foley or (2) a correct invoice and other required 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 Equivalents 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. 1029-08 & 23-2028-ORD. 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.*”**