

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 Wednesday, March 20, 2024 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:

INTEGRATED VEGETATION AND PEST MANAGEMENT

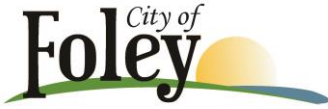
Requisition No. ST-032024

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 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.

Logan Eberly
Purchasing Agent
City of Foley, Alabama



BID FORM

BIDS TO BE OPENED AT: **11:00 A.M.**
DATE: **Wednesday, March 20, 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.

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
_____, 2024.

FIRM: _____

BY: _____

Signature accepted in ink only

STREET ADDRESS: _____

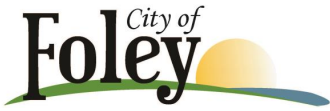
CITY: _____ STATE: _____

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:

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

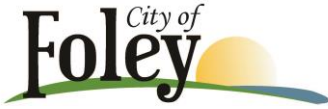
No.	Date

No.	Date

No.	Date

No.	Date

No.	Date



MINIMUM BID SPECIFICATIONS

The City of Foley is accepting sealed bids to provide Integrated Vegetation and Pest Management Services for various ditches, lots, and locations as listed on the detailed price sheet.

General Information

Site visits require an appointment. To schedule a site visit, contact Ricky Rider, Deputy Public Works Director, at 251-943-8897 or by email at rrider@cityoffoley.org between the hours of 6:00 a.m. and 2:00 p.m.

Award of Contract

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.

If awarded a contract, pricing must remain in accordance with the prices submitted in the sealed bid for the term of the contract. If awarded a contract, the Company will be expected to enter into a three year (3 year) contract for the purpose of providing vegetation and pest management services as requested by the City of Foley. Continuation of any contract will depend on the quality of service provided, the timeliness of the service, the benefit received, and/or the City's satisfaction with the services provided, to be determined in the City's sole discretion.

The City of Foley reserves the right to negotiate any aspect of the sealed bid or the subsequent contract, if any, with Company.

Upon award of contract, a City of Foley Business License will be required prior to any work being performed.

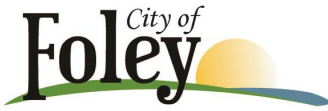
Upon notice from the awarded contractor that work shall be performed in accordance with the contract, the City has the option to remove any specific line item from treatment if it is deemed that the scheduled application is not required at that time, for that particular area, and the cost for that application shall not be billed.

Sealed Bid Content

The information provided herein is intended to assist the Company with providing sufficient information for the City of Foley to evaluate the Company's Services. This Invitation to Bid is not intended to limit a sealed bid's content or to exclude any relevant or essential data regarding the Company. The Company is encouraged to include any additional information that will substantiate its product quality, service capabilities, and commitment that will otherwise assist The City of Foley in evaluating the products and services offered in the sealed bid. The sealed bid should be submitted with the Company's most favorable price, quality and service capabilities, taking into account the City's expectations.

Sealed bids must include the following items in the following sequence:

- A. **CONTRACTOR QUALIFICATION QUESTIONNAIRE:** Complete Contractor Qualification Questionnaire attached as Exhibit A.
- B. **PRICING SCHEDULE:** Bid for each line item shall be the Contractor's cost to perform each application. It is the bidder's responsibility to visit the site to ensure that the cost per application is true for each specific site. The cost per application should include all labor, materials, permit fees (if applicable), equipment, etc. The cost per application presented is all that will be paid for each individual site for the duration of the contract.
- C. **BROCHURES:** Include brochures and other relevant information about your company that you wish the City of Foley to consider in its selection.
- D. **REFERENCES:** Contractor shall provide three (3) references for which Contractor has provided the same services outlined in this Invitation to Bid. Include current phone number and email addresses for each reference. (See Exhibit A)



E. **WARRANTIES AND/OR GUARANTEES OF WORK:** Include all, if any, associated warranties and guarantees (including the terms and conditions of the warranties/guarantees offered).

Please note that any missing or incomplete information could disqualify Company from further consideration.

The City of Foley will consider, but not be limited to, the following selection criteria:

- Overall quality of products and services offered
- Overall cost of products and services offered
- Ability to provide the products and services requested
- Ability to provide orders and service in a timely manner
- Compliance record/history of Company
- Possession of all licenses/permits
- Reputation of Company
- Quality and satisfaction of any previous products offered and/or services performed
- Number and scope of any conditions included in Company's sealed bid
- Other relevant information submitted

The City of Foley also reserves the right to (i) determine selection process (The City of Foley will select a company which offers the sealed bid that is deemed to be in the City's best overall interest; provided however, The City of Foley also reserves the right to make award or no award if this is in the best interest of The City of Foley, in the City's sole discretion); and (ii) give consideration to special or unique features which may be offered by a company. Price alone may not be the sole determining factor in the selection process. All decisions will be made solely at the discretion of The City of Foley.

Scope of Work and Instruction to Contractors

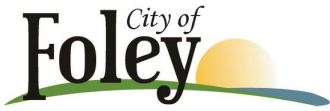
1.1 Integrated Vegetation and Pest Management:

The integrated vegetation and pest management services include detention ponds, catch basins, swales, ditches, bridge abutments, vegetated slopes, rip rap areas, City lots or any other areas as would best meet the City's needs. Services to the City will include control of unwanted weeds, grass, brush, and ants. The selected contractor will also provide similar services at the Foley Municipal Airport.

1.2 Frequency of Maintenance:

Contractors will make recommendations as to the frequency of service required on individual locations; however the Deputy Public Works Director and Airport Manager will make the final determination of the frequency of service. If service is needed more or less frequently, it is the responsibility of the contractor to inform the corresponding Deputy Director/Airport Manager and provide their recommendation and the reason for altering the frequency of service.

- A. Frequency of maintenance service will be determined according to:
1. Site Location
 2. Use of site
 3. Amount and type of vegetation
 4. Type of Pests for control
 5. Weather



1.3 Contractor Relations and Communications:

Contractors will be required to maintain communications with Deputy Public Works Director and Airport Manager.

- A. Contractor will communicate with designated contacts by email prior to and subsequent of performing maintenance application.
- B. Contractor shall submit a written report with each invoice. This report shall contain the following information:
 - 1. Location of application
 - 2. Description of work performed
 - 3. Approximate size of area
- C. Contractors and their employees are expected to be uniformed and conduct themselves in a professional and businesslike manner at all times while performing service for the City of Foley.
- D. All service performed under this agreement shall be performed by the approved Contractor and persons employed by the Contractor. NO SUBCONTRACTORS.

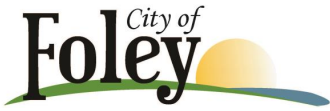
1.4 Contractor Qualifications:

Contractors must meet or exceed each of the following qualifications in order to be considered to participate in the City of Foley Integrated Vegetation Management Program.

- A. Contractor must have the following items issued by the State of Alabama and shall provide evidence of such:
 - 1. Certification with Alabama Department of Agriculture & Industries
 - 2. Custom Applicators License
 - 3. Commercial Applicators Permit in the following areas
 - a. Aquatic Pest Control
 - b. Ground Applicator
 - c. Turf Pest Control
 - d. Public Health
 - e. Right-Of-Way Pest Control
- B. Contractor must have a minimum of 3 years' experience in vegetation and pest control.
- C. By response to this bid, Contractor assures the City that it has the qualified staff and necessary equipment to meet the needs of the City.

1.5 Requirements and Responsibilities of Contractors:

- A. Contractors must provide all tools, equipment, supplies and personal protective equipment required to perform maintenance and or repair activities for their employees.
- B. Contractor is responsible for containment, removal and disposal of trash, debris, clippings, limbs, stumps, trees or any other waste generated by maintenance activities. Contractors may not use compactors, trash containers, or open top containers owned or provided by the City of Foley.
- C. During any herbicide, pesticide, or maintenance activity, contractor must utilize best management practices to avoid causing erosion or damage to adjacent or off-site areas.



- D. Contractors must follow label guidelines for all products or chemicals used.
- E. Contractor is responsible for following all regulations and obtaining all permits and licenses set forth by governing bodies.

1.6 Scope of Work:

Contractor will be responsible for providing regular scheduled maintenance to control brush, broadleaf weeds and tall grasses to ditch structures. Provide season long bare-ground control to rip rap areas of ditch heads, catch basins, guardrail base, and bridge abutments.

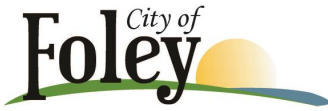
- A. General Maintenance Requirements: These maintenance activities are required to be performed:
 - 1. Inspect all ditches to develop proper prescription of herbicides to control out brush, woody growth, broadleaf weeds and tall grass. Applications are to be made so as not to cause erosion to ditch structure.
 - 2. Provide season long bare-ground control to rip rap areas of ditches, catch basins, bridge abutments, and along base of guard rails.
 - 3. Control of vegetation around structures, long-term parking area, perimeter fence, buffer zone, and other miscellaneous areas at the Foley Municipal Airport.
 - 4. Provide season long control of ants around runway/taxiway lights at the airport.
 - 5. Provide mowing service to cut down brush, trees, and grass to fields and lots as directed by the City.
 - 6. Provide turf growth regulator to slopes not easily accessed by mowing equipment.

1.7 Complaints / Damages:

- A. The Contractor will control his/her operation in order to avoid damage to the areas being treated and will be responsible for any and all damages the Contractor causes.
- B. The Contractor will be held liable for any damage incurred to yards, gardens, and other private properties damaged as a result of over spray. The Contractor will also be responsible for damage caused to areas not authorized by the City to be treated.
- C. Any Bermuda grass killed or permanently damaged will be replanted by the Contractor by means of seeding and growth will be assured. Replanting will be done at no additional cost to the City of Foley.
- D. Complaints from residents or business owners resulting from work performed under this contract will be received and recorded by the City then forwarded to the Contractor. The Contractor must contact with the person or persons registering the complaint within twenty-four (24) hours and do whatever is necessary to investigate the situation and make a sound judgment as to its authenticity. If in fact, a liability situation does exist, every effort will be taken to insure that the claim is settled as expeditiously as possible. In each case, the City will be kept informed as to the disposition of complaints.
- E. The Contractor must immediately notify the appropriate City representative when they realize any property damage and the intended plan to cure the situation.

1.8 Initial Treatment:

- A. The initial vegetation and pest management treatment for this contract will be planned in the spring of 2024.

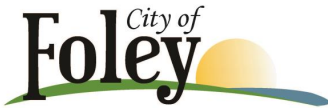


1.9 Insurance Requirements:

A. Contractor agrees, at its sole expense, to maintain on a primary and non-contributory basis during the life of this Contract, or the performance of Work hereunder, insurance coverages, limits, and endorsements as set out below. Contractor agrees to obtain Commercial General Liability, Business Auto Liability, Worker’s Compensation, and Commercial Umbrella/Excess Liability before starting the work. It is the responsibility of the Contractor to ensure that no uninsured subs are utilized and all have adequate coverages and limits for this project. The Contractor agrees the insurance requirements herein as well as City’s review or acknowledgment is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

Type of Coverage	Coverage Amount	Coverage Criteria
B. Commercial General Liability	Not less than \$1,000,000 each occurrence \$2,000,000 Annual Aggregate	Will not contain any restrictive endorsement(s). Shall endorse the City of Foley as an “Additional Insured”.
Commercial Umbrella/Excess Liability <i>(Requirement may be waived based upon on size or duration of the project.)</i>	Not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.	Shall endorse the City of Foley as an “Additional Insured”.
Business Automobile Liability	Not less than \$1,000,000 CSL each occurrence or 500/1,000/500.	Include liability for Owned, Non-Owned and Hired Automobiles.
Contractor’s Pollution Legal Liability <i>(Required on an as needed basis dependent upon the work to be performed.)</i>	Not less than \$1,000,000 each occurrence \$2,000,000 Annual Aggregate	Shall include a minimum three year Discovery (tail) reporting period, and a retroactive date that equals or precedes the effective date of the contract or the performance of work hereunder. This coverage may be provided on a per-project basis.
Worker’s Compensation & Employer’s Liability		Regardless of any “minimum requirements” of the State of Alabama, contractors shall obtain coverage for all workers involved in the work.

B. Contractor agrees to provide City a Certificate of Insurance evidencing the above coverages. If the Contractor receives a non-renewal or cancellation or other material change notice from an insurance carrier affording coverage required herein, Contractor agrees to notify the City immediately with specifics as to which coverage is no longer in compliance. The City shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new Certificate of Insurance is provided to the City evidencing the replacement coverage. The Contractor agrees the City reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City.



The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City has been endorsed on the Commercial General Liability and Commercial Umbrella/Excess Liability policy as an Additional Insured.
Clearly indicate the project name and project number.
 2. Clearly indicated Certificate Holder(s) as follows:
Original to: City of Foley
Attn: Purchasing Agent
P.O. Box 1750
Foley, AL 36536
- C. The coverages, limits, or endorsements required herein protect the primary interests of the City, and the Contractor agrees in no way should these coverages, limits, or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.
- D. Contractor agrees to be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention expenses; including any loss not covered because of coinsurance penalty, or coverage exclusion or limitation. The Contractor agrees any Self-Insured-Retention or deductible shall not exceed \$25,000. For deductible amounts that exceed this amount, the Contract agrees, when requested by City, to maintain a Commercial Surety Bond in an amount equal to said deductible amount.
- E. 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.
- F. The City reserves the right to revise any insurance requirement based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject and insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage, due to its poor financial condition or failure to operate legally in the State of Alabama. In such events, City shall provide Contractor written notice of such revisions or rejections.

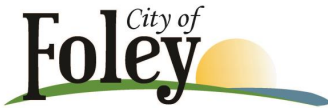


EXHIBIT A
CONTRACTOR QUALIFICATION QUESTIONNAIRE

1. Company Name: _____
2. Address: _____

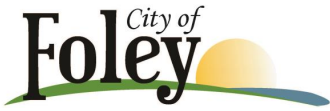
3. Telephone No.: _____
4. Indicate the person the City of Foley may contact concerning your proposal:
Name: _____
Address: _____
Telephone: _____
Email: _____
5. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal? Yes ____ No ____
6. Where is the company's corporate headquarters located? _____
7. List any additional office locations: _____

8. How long has your company been in business? _____
9. Length of time Contractor has worked in this industry: _____
10. Has the Company or any of its principals been cited for violation(s) relating to local, state or federal environmental regulations? Yes ____ No ____ . If yes, identify the agency and the name and current phone number of a representative of the agency familiar with the violation(s), and state the reason for or circumstances surrounding the violation(s): _____

11. How many employees work for your company? _____
12. Professional qualifications (provide copies of licenses/certificates/etc): _____

13. Describe your Company's employee Safety Training program: _____

14. Describe your Company's Drug and Alcohol Program: _____



15. Contractor shall provide three (3) references for which Contractor has provided services as it relates specifically to the Services contemplated by this Invitation to Bid. Include current phone numbers and email addresses.

REFERENCE 1:

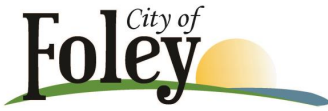
Name of Client/Company:	
Contact Person:	
Address:	
Phone:	Email:
Services Provided:	
Length of Service:	

REFERENCE 2:

Name of Client/Company:	
Contact Person:	
Address:	
Phone:	Email:
Services Provided:	
Length of Service:	

REFERENCE 3:

Name of Client/Company:	
Contact Person:	
Address:	
Phone:	Email:
Services Provided:	
Length of Service:	



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."

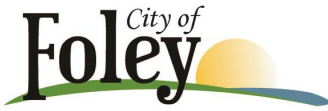
Instructions to Bidders

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:

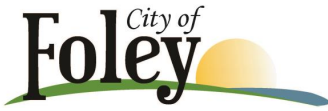
U.S. Postal Service
City of Foley
Attn: Purchasing Agent
P.O. Box 1750
Foley, AL 36536

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



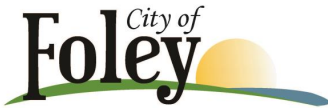
INTEGRATED VEGETATION AND PEST MANAGEMENT
 Requisition No. ST-032024
PRICE SHEET

FOLEY STREET DEPARTMENT		
LOCATION	TYPE OF APPLICATION OR SERVICE	COST PER APPLICATION
Drainage basin behind the Justice Center	Bare Ground	
Drainage outfalls on Airport Drive	Bare Ground	
Rip rap and concrete bulkhead Michigan Ave. west of Cedar St.	Bare Ground	
Rip rap and concrete bulkhead Wolf Creek and Hwy. 59	Bare Ground	
Rip rap at County Road 12 Leisure Lakes	Bare Ground	
Rip rap at Swift Supply (Industrial Blvd.)	Bare Ground	
4,590' guardrail from Hwy. 59 to CR 12	Bermuda Release	
Bridge abutments – Sandy Creek	Bermuda Release	
Bridge abutments – Wolf Creek	Bermuda Release	
Concrete lined ditch from Intermediate School (South Cedar St.) to South Pine St.	Bermuda Release	
Concrete lined ditch from Juniper east to sewer lagoon	Bermuda Release	
Concrete lined ditch from Michigan south along Aaronville Park	Bermuda Release	
Ditch across from IHOP along Hwy. 59 and west to Aaronville	Bermuda Release	
Ditch along Azalea Ave. from Cedar St. to Oak St.	Bermuda Release	
Ditch along Cedar St. from Azalea Ave. to woods	Bermuda Release	
Ditch along North Hickory by the Foley Municipal Airport	Bermuda Release	
Ditch along North Pine St. from Peachtree south	Bermuda Release	
Ditch along South Oak St. from Azalea Ave. to Roosevelt Ave.	Bermuda Release	
Ditch along South Pecan St.	Bermuda Release	



FOLEY STREET DEPARTMENT		
LOCATION	TYPE OF APPLICATION OR SERVICE	COST PER APPLICATION
Ditch at Cedar St. & Rose Ave.	Bermuda Release	
Ditch from East Camphor Ave. to East Fig	Bermuda Release	
Ditch from East Section north to Camphor Ave.	Bermuda Release	
Ditch from Juniper St. to Verbena Loop	Bermuda Release	
Ditch from YMCA (South Pine) crossing CR 20 over to CR 20 South	Bermuda Release	
Ditch west side of Juniper from Beck Road to Cypress Pond Circle	Bermuda Release	
Drainage outfalls from Hwy. 59 to CR 12, 50 locations	Bermuda Release	
Juniper St. Ext. ditch from CR 20 approximately 1½ miles south	Bermuda Release	
Turf area along ditch from Intermediate School (South Cedar St.) to South Oak	Bermuda Release	
Turf area along ditch from Michigan along Aaronville Park	Bermuda Release	
Turf ditch from 9 th Avenue north to intersect point	Bermuda Release	
Turf section of ditch along West Fern at south end of airport runway	Bermuda Release	
Wolf Creek turf banks from basin to Alston St.	Bermuda Release	
Foley Beach Express - Slope areas not easily mowed	Growth Regulator	
TOTAL COST FOR STREET DEPARTMENT		\$

ALA CARTE SERVICES	
	PRICE PER ACRE
Growth Regulator	
Bare Ground	
Pest Control	
Woody Growth	
Bermuda Release	



FOLEY MUNICIPAL AIRPORT		
LOCATION	TYPE OF APPLICATION OR SERVICE	COST PER APPLICATION
Flagpoles, windsock, segmented circle, runway/taxiway lights, signage	Bare Ground	
Long term parking lot	Bare Ground	
Perimeter of buildings and hangars	Bare Ground	
Rip rap area on Airport along Magnolia Creek	Bare Ground	
Rip rap areas	Bare Ground	
Perimeter fence	Bermuda Release	
Growth control along runways/taxiways (30' Perimeter)	Growth Regulator	
Ant control around runway/taxiway lights (30' Perimeter)	Pest Control	
Buffer area along perimeter fence	Woody Growth	
Woody component to Magnolia River as it crosses Airport	Woody Growth	
TOTAL COST FOR AIRPORT		\$

COMBINED TOTAL COST FOR STREET DEPARTMENT AND AIRPORT (do not include ala cart services)	\$
---	----

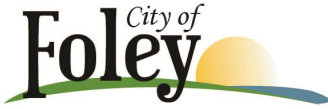
NOTE: It is the bidder's responsibility to visit the site to ensure that the cost per application is true for each specific site.

Company: _____

Submitted By: _____

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:

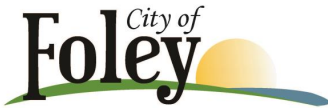
Terms offering a discount for prompt payment will be considered in determining the low bid. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the product or service judged acceptable to the City of Foley or (2) a correct invoice and other required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

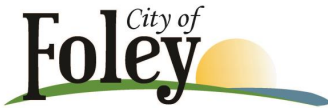
Unless otherwise specified, any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative that meets or exceeds the specifications 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 & 23-2028-ORD.
- 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.”