

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, April 17, 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:

**MATHIS PARK PLAYGROUND EQUIPMENT INSTALLATION,
SAFETY SURFACING & CONCRETE CURBING
PR-041724**

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

To be eligible for consideration, bids must be submitted on complete original proposal forms found in the 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 Name – Mathis Park Playground Equipment Installation,
Safety Surfacing & Concrete Curbing
Requisition # PR-041724

BID FORM

BIDS TO BE OPENED AT: **10:00A.M.**
DATE: **Wednesday, April 17, 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

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:		
General Contractor Number:		
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

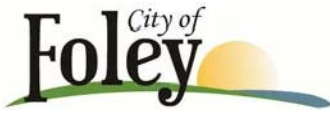
No.	Date

No.	Date

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No.	Date

No.	Date



PART 1 – GENERAL

1.1 SUMMARY

A. Bid specifications for the City of Foley – Mathis Park Playground Project.

Sealed bids will be received by the City of Foley until 10:00 a.m. CST on Wednesday, April 17, 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 the Mathis Park Playground Equipment Installation, Safety Surfacing & Concrete Curbing.

The equipment for the GameTime PS2000 CounterBalance Play Structure has been delivered and is being stored by the City of Foley. (See Attachment A for a depiction of the playground equipment.)

See File titled PS2000 Playground Drawings.pdf for more information.

1.2 QUALITY ASSURANCE

A. Bidder Qualifications: Entities submitting bids must have no less than 5-years' experience installing Gametime playground equipment. The general contractor must provide proof in writing from Gametime that they are a certified installer and include a copy of their certification with their bid. The general contractor must be licensed and bonded in the state of Alabama and have the correct classification on their contractor's license. A copy of the general contractor's license must be included with their bid.

B. Installer Qualifications: Installer must have no less than 5-years' experience installing Gametime playground equipment and be certified to install Gametime playground equipment by having attended the Gametime playground equipment training school, be licensed, and show proof of liability insurance coverage as noted in the insurance requirement section of this bid packet. A copy of the installer's manufacturer certification must be included with the bid submittals.

C. Engineered Wood Fiber Qualifications: Qualified manufacturer to have at least 5-years of experience in commercial playground safety surfacing. Engineered wood fiber surfaces shall be installed by trained experienced company employees or certified installers who have successfully completed the "Certified Installers Training Program".

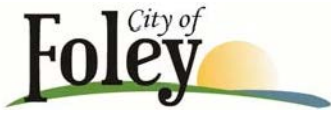
1.3 SUBMITTALS

A. Product Data: Includes physical characteristics such as materials, specifications, and finish.

B. Warranty: Supply copy of manufacturer's standard warranty against defects in materials and workmanship.

C. Substitutions: If product and componentry being bid is other than specified, supply product specifications with written explanation of why substitution should be allowed as equal to individual specified product/componentry, as well as show IPEMA certificate of compliance. Substitution Request must be made 10 days before bid date.

D. Licenses and Insurance: Supply certificate of insurance for bidding entity in the bid submittal;

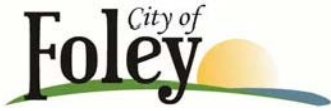


as well as a copy of bidder's Alabama contractor's license (if applicable).

- E. Representation:** A 2024 copy of the manufacturer's acknowledgement that the bidder has represented them for no less than the last 5-years and stating the bidder's ability to provide commercial playground equipment specifically for the City of Foley.
- F. References:** A list of 10 projects completed in the last 5 years with a similar scope.
- G.** The Contractor shall submit a complete set of the material submittals, as required, including manufacturer's name and address, specific trade names, catalog and model numbers, illustrations and descriptive material, and samples of the proposed material for this project clearly marked as to proposed items for approval by the Owner's representative.
- H.** Products submitted as equal must include hard copies of manufacturers written specifications, warranty, purchase, and use of materials.
- I.** Manufacturer's descriptive data and installation instructions.
- J.** Manufacturer's details showing depths of materials and edge details.

1.4 WORK SCOPE

- A.** Furnish labor, material, and equipment necessary to install playground equipment and safety surfacing and as shown in drawing PS20000.
- B.** Furnish labor, material, and equipment necessary to install the engineered wood fiber, resilient surfacing system as shown on the drawings and specified herein. Work shall include, but not be limited to the following: layout; excavation; backfill; furnishing and installing of engineered wood fiber resilient surfacing, and all other incidental work to provide a complete resilient surfacing system.
- C.** Product is manufactured of ground wood fiber comprised of hardwoods, consisting of randomly sized wood fibers the majority of which do not exceed 2" in length and no more than 15% fines to aid in compaction.
- D.** Product is manufactured of ground wood fiber comprised of softwoods and/or hardwoods, consisting of randomly sized wood fibers the majority of which do not exceed 2" in length and no more than 15% fines to aid in compaction.
- E.** Product is to have minimal bark and to be free of twigs, leaf debris and other organic material, and be non-flammable.
- F.** Surfaces shall comply with ADA and CPSC guidelines as well as ASTM Standards. The manufacturer is to be certified by IPEMA, a third-party testing organization for playground surfaces and equipment.
- G.** Concrete Curb: Provide a 6" wide x 12" concrete curb surrounding the play area. Curb will require either saw cuts or weep holes to allow for drainage.



1.5 PERFORMANCE REQUIREMENTS

- A. Area Safety: Engineered wood fiber within playground use zones shall meet or exceed the performance requirements of the CPSC, ADA and Fall Height Test ASTM F1292-18. The surface must yield both a peak deceleration of no more than 200 G-max and a Head Injury Criteria (HIC) value of no more than 1,000 for a head-first fall from the highest accessible portion of play equipment being installed as shown on drawings. IPEMA certification is required. (ASTM F1292-18, section 15 the laboratory test used to determine critical fall height shall have been conducted on surfacing material samples identical in design, materials, components, and thickness and manufactured as the installed playground surface).
- B. Accessibility: NOTE: Children’s outdoor play areas shall be in compliance with the Uniform Federal Accessibility Standards (UFAS) FED-STD-795 and the Architectural and Engineer Instructions (9AEI) Design Criteria.
- C. The requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) 28 CFR Part 36 that provide equal or greater accessibility than the requirements of UFAS must also be met in children’s outdoor play areas.
- D. Engineered wood fiber is intended to serve as accessible paths for travel for person with disabilities shall be firm, stable, and slip resistant, and shall meet the requirements of ASTM F 1951-14 and ASTM F 1292-18.

1.6 APPLICABLE STANDARDS

- A. ASTM International
- B. ASTM D2047- Standard test method for determining the static coefficient of friction of ceramic tile and other like surfaces by the horizontal dynamometer pull meter method. This standard replaces ASTM C1028.
- C. ASTM D412 – Standard test methods for vulcanized rubber and thermoplastic rubbers and thermoplastic elastomers-tension.
- D. ASTM D624 - Standard test method for tear strength of conventional vulcanized rubber and thermoplastic elastomers.
- E. ASTM D2859 – Standard test method for flammability of finished textile floor covering materials.
- F. ASTM E303 – Standard test method for measuring surfacing frictional properties using the British Pendulum tester.
- G. ASTM F1292-18 – Standard specification for impact attenuation of surface systems under and around playground equipment.
- H. ASTM F1951 – Standard specification for determination of accessibility of surface systems under and around playground equipment.



1.7 DELIVERY, STORAGE, AND HANDLING

Materials and equipment shall be delivered and stored in accordance with the manufacturer's recommendations.

1.8 Surface installation coordinated by manufacturer representative.

PART 2 – PRODUCTS

2.01 Safety surfacing shall consist of both recycled and synthetic materials meeting the requirements of this specification.

2.02 PRODUCT SCOPE

Engineered Wood Fiber at 12" depth

2.03 MATERIALS

Manufacturers: Cowart Kids-Safe Mulch.

KID-SAFE™ is an all-natural product made from recycled hardwood. This product is not produced from pallet material, so it is free from chemicals and other contaminants that may be harmful to children. The recommended installation depth of KID-SAFE™ is 12" and should never be installed on hard surfaces such as asphalt, cement, dirt or grass where it is to be used as a playground for children. Maintenance includes raking the material regularly and adding material as needed to meet the requirements for safe play.

PART 3 – EXECUTION

3.01 SITE PREPARATION

- A.** Finished Grade/Slope: Verify that finished elevations or adjacent areas are as indicated on the architectural or site plans, that the appropriate sub-grade elevation has been established for the safety surface to be installed, and that the subsurface has been installed per architectural, site or equipment plans while meeting accessibility and use zones requirements.
- B.** Drainage: Verify that sub-surfacing drainage, if required, has been installed to provide positive drainage.

3.02 INSTALLATION

Install the engineered wood fiber to the proper depth, mounding in the center of the play areas of the playground. Extra materials will be provided to allow for compaction. Use a small front-end loader to spread surfacing. It will also be necessary to spread manually. Install all the material delivered and please note that the surfacing will be several inches above grade until it compacts. Engineered wood fiber needs to be compacted in order to be considered handicapped accessible. This can be achieved over time and usage, or with a mechanical compactor. Saturating the initial load with water will help with compaction.



3.03 SITE AREA CLEAN UP

The site shall be kept clean and free of tools, trash, and debris and installation materials daily. Products may be stored on site during installation with appropriate protective measures and approval by the Owner's representative.

DRAWINGS

Refer to the attached drawings for additional information (File Name: Playground Drawings.pdf)

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 bid amount is \$100,000 or more, 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.

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

If bid amount is \$100,000 or more, a performance bond and Payment Bond must be executed within 7 days of bid award with a penalty equal to one hundred (100%) percent of the amount of the contract price. 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.



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.

CONTRACT PERIOD

The work shall be commenced within **twenty one (21)** 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 **sixty (60)** calendar days from and after the commencement date stipulated in said Notice to Proceed.

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 **Fifty Dollars (\$50.00)** 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. 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 & Recreation Department. Any discrepancies will be addressed and resolved prior to issuing final payment.

INSURANCE REQUIREMENTS

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
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	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.
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.

CERTIFICATE OF INSURANCE

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: Project Manager
P.O. Box 1750
Foley, AL 36536

NO REPRESENTATION OF COVERAGE ADEQUACY

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.

DEDUCTIBLES, COINSURANCE PENALTIES & SELF-INSURED RETENTION

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.

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.

RIGHT TO REVISE OR REJECT

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.



ADDITIONAL INFORMATION

Questions regarding this project should be e-mailed to Rachel Keith at 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, 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 for Mathis Park Playground Equipment Installation, Safety Surfacing & Concrete Curbing	\$ _____

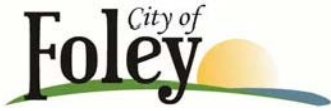
Company: _____

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:

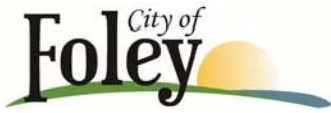
Terms offering a discount for prompt payment will be considered in determining the low bid. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the product or service judged acceptable to the City of Foley or (2) a correct invoice and other required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

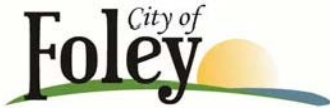
1.15 Disqualification:

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.*”**

Attachment A GameTime PS2000 CounterBalance Play Structure

