



## 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 Thursday, December 14, 2023 and then publicly opened and read at the City of Foley Conference Room, 407 East Laurel Avenue, Foley, Alabama 36535 for furnishing all labor and materials and performing all work for:

### **ONSITE CRUSHING OF CONCRETE & ASPHALT**

Requisition No. PW-121423

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.** 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: **10:00 A.M.**  
DATE: **Thursday, December 14, 2023**

Sealed bids will be received by the City of Foley, Alabama, at its office in Foley until the above date and time, and then opened as soon thereafter as practicable.

\_\_\_\_\_  
*Logan Eberly*  
Purchasing Agent

\*\*\*\*\*  
SPECIFICATIONS: SEE ATTACHED  
\*\*\*\*\*

If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item. No errors will be corrected after bids are opened. Substitutions will be treated as “approved equivalent or equal” which is discussed in paragraph 1.05 of the bid documents *GENERAL CONDITIONS*. Please refer to Paragraph 1.05 prior to offering any substitutions. No prices shall include State or Federal Excise Tax. Tax exemption certificates furnished upon request. City reserves the right to accept or reject all bids or any portion thereof.

\*\*\*\*\*  
We are in a position to complete project per the attached quote within \_\_\_\_\_ days after receipt of notice to proceed. Any attachment hereto is made and becomes a part of this inquiry and must be signed by Bidder.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at fixed price or to refrain from bidding, or otherwise. I am not currently engaged in, nor will engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

**THIS BID MUST BE NOTARIZED**  
Sworn to and subscribed before me  
this the \_\_\_\_\_ day of  
\_\_\_\_\_, 2023.

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

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

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>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



## **MINIMUM BID SPECIFICATIONS**

The City of Foley is soliciting sealed bids for contractors to provide all labor, equipment, and material required for preparation and crushing of concrete and asphalt located at the Public Works Department at 120 E Orchid, Foley, AL 36535.

The Deputy Public Works Director will be available to show contractors the area. There will not be a mandatory pre-bid construction meeting. If there are any questions, please contact Deputy Public Works Director, Ricky Rider, 251-970-2086.

### **Specifications**

Crushed concrete shall be in accordance with Section 825 of the latest edition of Alabama Department of Transportation Standard Specifications for Highway Construction.

All deleterious materials including wood, steel, rebar, etc., must be removed from material by screening and magnets.

All mobilization costs shall be included in unit cost.

All preparation costs for large concrete debris shall be included in unit cost.

Test reports shall be supplied at the bidder's expense to certify gradation requirements at the discretion of the City of Foley. No more than one test per 1,000 tons of rock will be required.

Gradation analysis will be performed in accordance with AASHTO T 27.

A minimum of 2,000 tons of concrete is required for crushing.

### **Crushing Machine**

All crushed concrete & asphalt shall be crushed using mechanical Crushers with 3-way screens and magnets. The machine shall be equipped with a belt scale that is calibrated daily or at the discretion of the City of Foley. A certified platform scale will be used for the verification of the belt scale. The belt scale tonnage will be adjusted to correlate with the platform scale. If more than one verification is done, the average difference of all the verifications will be used to determine the adjustment. The tonnage will not be adjusted to exceed original belt scale tonnage.

### **Approximate On Site Estimates**

Public Works has estimated the current amount to be crushed is 3,000 tons of concrete and 100 tons of asphalt.

### **Future Off Site Crushing Option**

The City would like the option to haul concrete or asphalt directly to the Contractor in lieu piling the material on site. The City would facilitate the delivery of the materials directly to the Contractor where the Contractor would crush the materials into the selected size. The City would then haul the crushed materials back to City property to be piled.



**Bid Price**

Bidders shall provide a tonnage unit price as indicated on the Bid Response Form. The bid price shall include all mobilization costs, preparation costs, labor, materials and all other applicable cost to crush concrete as specified.

The City will not release payment to the contractor until the completed work has been approved by City staff.

**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 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 awarded the bid and prior to beginning work, the Contractor is required to have a current City of Foley Business License, furnish a Certificate of General Liability Insurance and Workers Compensation Insurance, proof of Automobile General Liability Insurance. Insurance Certificate provided to the City shall list the City of Foley as an additional insured.

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.

**Subcontract**

The successful contractor is the primary contractor and will perform the work using their work force. The vendor shall not sub-contract the services/work without prior written approval of the City of Foley.

**Quality of Services**

It is preferred that the contractor have a minimum of five (5) years of experience in this field. The selected vendor expressly warrants that all services specified in this ITB will be performed with skill, care, and diligence and in accordance with all requirements under the ITB. The selected contractor agrees to correct any deficiencies in its provision of services upon notification by the City and without additional expense to the City.

**Contract Period**

The purpose of this contract is to have an agreement in place in order to provide crushing concrete and asphalt on an ongoing basis. If awarded a contract, pricing must remain in accordance with the prices submitted in the sealed bid for the initial term of the contract. If awarded a contract, the Contractor will be expected to enter into a one year (1 year) agreement with the option to renew for two additional one (1) year terms upon mutual consent of both parties. Continuation of 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.



**Additional Information**

Questions regarding this project should be e-mailed to Logan Eberly at [leberly@cityoffoley.org](mailto: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



**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	Unit Price (Crush on City Property)	Unit Price (If City Delivered to Contractor Site & City Picks Up)
Crush Concrete into 57 Stone	\$ _____ Per ton	\$ _____ Per ton
Crush Concrete into 67 Stone	\$ _____ Per ton	\$ _____ Per ton
Crush Concrete into Class 2 RipRap	\$ _____ Per ton	\$ _____ Per ton
Crush Asphalt into B base equivalent	\$ _____ Per ton	\$ _____ Per ton
Crush Concrete into B base equivalent	\$ _____ Per ton	\$ _____ Per ton

Off Site Location Address: \_\_\_\_\_  
\_\_\_\_\_

Prices shall remain firm for a minimum period of one (1) year from date of award of business. After one year, any price increases must be submitted for consideration and approved by the city prior to any changes.

**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 Equivalent or Equals:

Unless otherwise specified, any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative that meets or exceeds the specifications as written. If the bid is based on an "approved equivalent or equal" item, supportive information in the form of manufacturer's printed literature or brochures, sketches, diagrams and/or complete specifications must accompany the bid. The bidder must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Foley reserves the right to determine acceptance of proposed equivalent or equal item.

1.06 Bid Withdrawals:

Bids may be withdrawn by written request received from bidders prior to the time fixed for opening but no bid may be withdrawn after closing time for receipt of bids for a period of sixty (60) days. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.



1.07 Rejection of Bids:

The City of Foley reserves the right to accept or reject any or all bids, to award bids on a split-order basis, to waive any minor bid irregularities, technicalities, or informalities, and to re-advertise for bids when deemed in the best interest of the City of Foley.

If there is any reason for believing that collusion exists among the bidders, any or all proposals may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the City of Foley.

1.08 Delivery:

Bid quotations shall include all freight cost to Foley, Alabama to point(s) specified herein or specified at the time the purchase order is placed. No title to the item(s) ordered nor any risk of loss shall be passed to the City of Foley until after receipt of delivery has been acknowledged by an authorized representative of the City of Foley.

1.09 Taxes:

The City of Foley, a Municipal Corporation, is a tax exempt entity per Section 40-23-4(11), Code of Alabama 1975. The City of Foley is exempt from all state and local sales taxes. This should **not** be construed to mean that contractors or suppliers doing business with the City of Foley are exempt from paying tax (General Conditions, Section 1.11 Permits and Taxes).

1.10 Licenses, Registration and Certificates:

A City of Foley Business License must be obtained within ten days of bid award. Each bidder must provide proof of State required competency certifications whenever applicable to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Foley.

1.11 Permits and Taxes:

The contractor shall procure all permits, pay all charges, fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

1.12 Compliance with Federally Funded Programs:

The successful bidder shall assure the City of compliance with any and all special provisions (if applicable) contained in the contract being bid. These provisions may include but are not limited to maintaining a Drug-Free Workplace, compliance with Clean Air and Water Laws and Regulations, and compliance with Equal Opportunity and Non-Segregated Facilities guidelines.

1.13 Proof of Liability & Worker's Comp Insurance:

If applicable, Proof of Liability and/or Worker's Comp Insurance must be included in the bid packet. If a company is not covered by Worker's Comp Insurance, labor and material charges should be separated on the bid/proposal. This should be done in order for the City to determine the Worker's Comp rate (in accordance with the City's current Worker's Comp fee schedule) that will be deducted from payment to the company performing the work.

1.14 Background Check:

The bid award of "Public Works" projects over \$50,000 will be contingent upon the results of a background check of the successful low bidder as stated in Ordinance No. 1029-08. According to this ordinance, the City of Foley will take criminal histories into account when deciding whether a low bidder is qualified to do work for the City.

1.15 Disqualification:

The City can disqualify a company based upon the results of a background check or if the company has been prohibited from contracting with another government agency as stated in Ordinance No. 1029-08.

If, in the opinion of The City of Foley, a sealed bid contains false or misleading statements or references that do not support a function, attribute, capability, or condition as contended by Company, the sealed bid may be disqualified from further consideration.



- 1.16 Expenses:  
Expenses for developing sealed bids and addressing information requests herein are solely and entirely the responsibility of Company and shall not be chargeable in any manner to the City of Foley.
- 1.17 Alabama Immigration Law (Beason-Hammon Alabama Taxpayer and Citizen Protection Act):  
Contractor must be in compliance with Alabama's Immigration Law, otherwise known as the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Section 31-13-9, Code of Alabama 1975. If the bidder employs persons in the State of Alabama, the bidder must provide documentation with this bid that they are enrolled in the E-Verify program. Additionally, the bidder should be advised that if they employ persons (anywhere), award of the contract is conditioned on the bidder not knowingly employing, hiring for employment or continuing to employ an unauthorized alien within the State of Alabama. Any awarded contract will contain a provision whereby the bidder promises not to violate federal immigration law.
- Any subcontractor who works with the general contractor who has been awarded contracts by the City must be enrolled in E-Verify. It is the responsibility of the general contractor to have a system in place to ensure subcontractors' compliance.
- Proof of E-Verify documentation will be in the form of a copy of the signed Memorandum Of Understanding (MOU) generated upon completion of the E-Verify program.
- 1.18 Local Bid Preference:  
The City of Foley has accepted the local bid preference guidelines established in Act 2015-293 and allows these guidelines to be utilized when appropriate, on a case by case basis. The local preference area has been established per Resolution 15-2369-RES and is defined as the area within the police jurisdiction of the City of Foley. Bid awards may be made to local vendors in this area if their submission is within 5% of a lower bid submitted by a vendor outside of this area and a 10% preference is extended if the lower bidder is located outside the state.
- 1.19 Contractor Tax Credits/Incentives/Rebates:  
Should a Contractor seek tax credits, incentives or rebates for energy efficiency programs or any other such program through the Federal or State Government, the Contractor shall inform the City of its intent to apply and shall negotiate terms with the City.

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