

## 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 Friday, November 5, 2021 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:

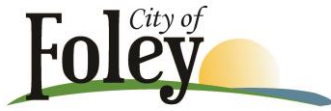
### **ATHLETIC UNIFORMS** Requisition No. REC-110521

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.** It shall be the sole responsibility of the bidder to assure receipt of the bid at the Foley City Hall prior to the published time for the bid opening.

The City of Foley reserves the right to accept or reject any or all bids and to waive technical errors if, in the City's judgment, the best interests of the City will thereby be promoted.

Rachel Keith  
Project Manager  
City of Foley, Alabama



**BID FORM**

BIDS TO BE OPENED AT: **11:00 A.M.**  
DATE: **Friday, November 5, 2021**

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

  
Purchasing Agent

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

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

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

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at fixed price or to refrain from bidding, or otherwise. 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  
\_\_\_\_\_, 2021.

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

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

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

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

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

BIDS MADE OUT IN PENCIL WILL NOT  
BE ACCEPTED.

TERMS: \_\_\_\_\_  
FOR CASH PAYMENT WITHOUT REGARD TO  
DATE OF REMITTANCE

**ALL BIDDERS MUST USE OUR BID FORM(S). THE BID NAME, REQUISITION NUMBER AND OPENING DATE AND TIME MUST BE PRINTED ON THE OUTSIDE OF THE SEALED ENVELOPE. EACH BID MUST BE IN SEPARATE ENVELOPES.**



**BIDDER’S INFORMATION:**

<b>Company Name:</b>		
<b>General Contractor Number:</b>		
<b>Submitted By:</b>		
<b>Mailing Address:</b>		
<b>Telephone Number:</b>		
<b>E-Mail Address:</b>		
<b>Ethics Disclosure:</b>	<b>Are you a City of Foley Appointed Official?</b> <b>Are you a City of Foley Employee?</b> <b>Are you the spouse of a City of Foley Appointed Official or Employee?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

**ADDENDUM ACKNOWLEDGEMENT:**

Bidder acknowledges receipt of the following addendums and has incorporated the requirements of such addendums into the bid.

(List all addendums issued for this bid.)

No.	Date

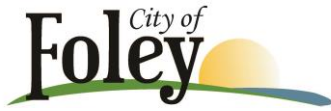
No.	Date

No.	Date

No.	Date

No.	Date

No.	Date



## **MINIMUM BID SPECIFICATIONS**

It is the intention of the City of Foley to solicit bids for the purchase of athletic uniforms for 40 to 70 teams or up to 700 players ranging in age from 5 to 16 years old.

### **Uniform Specifications**

The uniform quality shall be equal to or better than specifications listed below with no seconds or blemished. Shirts should be screen printed and not heat-pressed or transfers. There shall be a choice of five ink colors (white, black, gray, navy, and yellow). It is preferred that there be a minimum of 12 color options for uniform items.

### **Use of Brand Names/Product Numbers**

Brand names and product numbers listed on the price sheet reflect the items the City of Foley has been ordering for our various sports teams. This information should be utilized to establish the minimum specifications and quality level that is expected in future uniform purchases.

Other brands may be considered for review. If quoting a product other than that listed on the price sheet, the brand name and item number should be noted on the price sheet and detailed product information and specifications should be included in the bid.

All players on the same team must be given the same type (brand) of uniform. Team uniforms must be consistent.

### **Estimated Quantities**

Quantities shown are based on previous orders and are in no way a guarantee of future order quantities. The City reserves the right to purchase more or less than shown.

### **Pricing**

Unit prices offered shall include the cost of all shipping and handling charges and any other applicable miscellaneous fees.

### **Samples**

Samples for every size will be provided at the beginning of each season. These will be used to verify size requirements of participants.

Samples will be requested from the lowest, responsible bidder to ensure that the quality of the product is acceptable prior to award.

### **Contract Period**

The first season for the Athletic Uniforms contract will begin with basketball season in December of 2021.

The initial term of this contract will be for a period of one (1) year beginning in November 2021 with an option to renew for two additional one (1) year terms if the Vendor and the City mutually agree. The City of Foley Recreation Department reserves the right to re-bid these items at any time or for any reason.



Pricing offered shall be firm against any increase for one year from the date of award. It shall be the Contractor's responsibility to send written notification of any requested price changes thirty (30) days in advance prior to the commencement of subsequent renewal periods. The City reserves the right to grant or deny the request for a price increase.

### **Delivery**

Individual team orders should be boxed or bagged separately. Delivery time is critical and should be made within ten (10) business days from the time of order.

All items shall be delivered to:

City of Foley Recreation Department  
121 N. Alston Street  
Foley, AL 36535

### **Acceptance**

All items listed in the specifications, delivered to the City not meeting specifications or found to be poorly manufactured will not be accepted but returned to the vendor at their expense for replacement. Replacement of all items found defective shall be made without cost to the City, including transportation if applicable. As it may be impossible for all items to be properly inspected upon arrival, a reasonable opportunity must be given to the user departments for inspection of the items and, if necessary, returning those that are defective.

### **Business License Requirements**

If delivering into the City limits, the successful bidder will be required to have a City of Foley Business License. A business license is not required if third party shipping is used.

### **References**

Provide 5 sports uniform reference accounts.

### **Termination of Contract / Cancellation**

Should the quality of uniforms not be as described in the proposal submitted or delivery of products fail to meet deadlines, vendors will be contacted to remedy the situation within 10 days. After 10 days if no solution is reached, the City of Foley will terminate the contract with cause.

The City may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor a thirty (30) day written notice. Upon such cancellation, the contractor shall immediately cease services. Cancellation shall not release the contractor from legal remedies available to the City. The Contractor may not cancel the award during the first year of contract period. After the first year, the contractor may, upon sixty (60) days written notice to the City, cancel the contract.

### **Payment Terms**

Selected contractor shall provide a W-9 upon award of bid.

The payment terms shall be "**Net 30 days**" unless otherwise negotiated. The payment terms stated herein must appear on the contractor's invoice.



During the term of the contract, any quotes for services not covered by this contract shall be clearly and fully stated as requested. Unless otherwise negotiated, no additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges.

**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.

Bid packets may be sent or hand delivered to the City of Foley, 407 East Laurel Avenue, Foley, Alabama 36535 **or** mailed to P.O. Box 1750, Foley, Alabama 36536

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 36535

Physical Address

City of Foley  
Attn: Purchasing Agent  
407 E. Laurel Avenue  
Foley, AL 36536



**PRICE SHEET**

**Use Fillable Excel Spreadsheet**

**An electronic copy of the excel price sheet should be provided on a USB drive with your bid packet.**

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

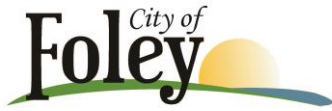
**Submitted By:** \_\_\_\_\_

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

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone:** \_\_\_\_\_



### References

Provide references for five (5) sports uniform accounts with 300 or more participants similar in size and nature as those listed in this bid.

#### **REFERENCE 1:**

Name of Client/Company:	
Contact Person:	
Address:	
Phone:	Email:
List type of sport for which uniforms are provided: (Ex. Baseball, softball, soccer, etc.)	

#### **REFERENCE 2:**

Name of Client/Company:	
Contact Person:	
Address:	
Phone:	Email:
List type of sport for which uniforms are provided: (Ex. Baseball, softball, soccer, etc.)	

#### **REFERENCE 3:**

Name of Client/Company:	
Contact Person:	
Address:	
Phone:	Email:
List type of sport for which uniforms are provided: (Ex. Baseball, softball, soccer, etc.)	





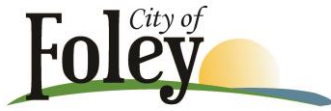
**REFERENCES (continued)**

**REFERENCE 4:**

Name of Client/Company:	
Contact Person:	
Address:	
Phone:	Email:
List type of sport for which uniforms are provided: (Ex. Baseball, softball, soccer, etc.)	

**REFERENCE 5:**

Name of Client/Company:	
Contact Person:	
Address:	
Phone:	Email:
List type of sport for which uniforms are provided: (Ex. Baseball, softball, soccer, etc.)	



## 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:

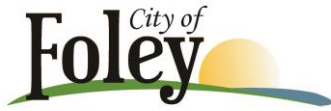
Terms offering a discount for prompt payment will be considered in determining the low bid. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the product or service judged acceptable to the City of Foley or (2) a correct invoice and other required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