

INVITATION TO BID

Sealed bids will be received by the City of Foley at Foley City Hall, 407 East Laurel Avenue, Foley, Alabama 36535 **or** P.O. Box 1750, Foley, Alabama 36536 until 11:00 a.m. on Thursday, November 30, 2017 for:

INTEGRATED VEGETATION AND PEST MANAGEMENT

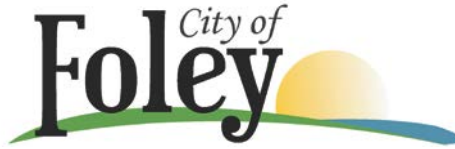
Requisition No. ST-113017

at which time and place they will be publicly opened and read. 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 Request for Proposal package. **The specifications 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
Purchasing Agent
City of Foley, Alabama



BID FORM

CITY OF FOLEY, ALABAMA
OFFICE OF PURCHASING AGENT

REQUISITION NO. **ST-113017**
BIDS TO BE OPENED AT: **11:00 A.M.**
DATE: **THURSDAY, NOVEMBER 30, 2017**

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
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 provide services 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.

THIS BID MUST BE NOTARIZED
Sworn to and subscribed before me
this the _____ day of
_____, 2017.

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). 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:

Bid Requisition Number:	ST-113017
Bid Name:	INTEGRATED VEGETATION AND PEST MANAGEMENT

Company Name:	
Submitted By:	
Mailing Address:	
Telephone Number:	
Fax Number:	
E-Mail Address:	

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



INVITATION TO BID

INTEGRATED VEGETATION AND PEST MANAGEMENT

1.0 INTRODUCTION

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.

2.0 GENERAL INFORMATION

Site visits require an appointment. To schedule a site visit, contact Darrell Russell, Public Works Superintendent, at 251-424-0077 or by email at drussell@cityoffoley.org or Ricky Rider, Street Supervisor, at 251-284-4005 or by email at rider@cityoffoley.org between the hours of 6:00 a.m. and 2:00 p.m.

All questions related to this bid must be documented through email and should be sent to Rachel Keith at rkeith@cityoffoley.org no later than 72 hours prior to the scheduled bid opening. No questions will be addressed by any means other than email. Answers will be emailed to all bidders in the event that clarification is required. If further clarification is needed, an Addendum will be issued. All addendums must be acknowledged in the "Addendum Acknowledgment" section located on page 3 of this bid packet.

3.0 PROCEDURE

The Company must submit original signed copies of the sealed bid on or before Thursday, November 30, 2017 at 11:00 a.m. to the City of Foley Purchasing Department at either of the following addresses:

City of Foley
Purchasing Department
P.O. Box 1750
Foley, AL 36536

or

City of Foley
Purchasing Department
407 East Laurel Avenue
Foley, AL 36535

To be eligible for consideration, bids must be submitted on complete original forms found in this bid packet. All executed bid forms and required documents must be submitted in a sealed envelope. The outside of the sealed envelope should be clearly marked, identifying the bid name, date and time of the bid opening. 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 hand delivering, the bid envelope must be "Date and Time" stamped at the receptionist's desk when the bid package is turned in.

4.0 RIGHTS OF THE CITY OF FOLEY

THE CITY OF FOLEY RESERVES THE RIGHT TO CONTRACT WITH THE COMPANY OF IT'S

CHOOSING FOR THE SERVICES FOR WHICH IT IS RECEIVING THESE SEALED BIDS. THE CITY OF FOLEY WILL BE UNDER NO OBLIGATION TO PURCHASE ANY MINIMUM QUANTITY OR VOLUME FROM ANY COMPANY.

THE CITY OF FOLEY RESERVES THE RIGHT TO SET THE CRITERIA FOR SELECTION AT ITS SOLE AND ABSOLUTE DISCRETION. THE CITY OF FOLEY'S SELECTION OF A COMPANY WILL NOT BE BASED ON PRICE ALONE.

5.0 AWARD OF CONTRACT

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 Company will be expected to enter into a one year (1 year) contract with the option to renew for two consecutive years 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.

6.0 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.

7.0 SCOPE OF WORK AND INSTRUCTION TO CONTRACTORS

7.1 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 area as would best meet the City's needs. These services will provide control of unwanted weeds, grass, brush, and ants.

7.2 Frequency of Maintenance:

Contractors will make recommendations as to the frequency of service required on individual locations; however the Street Superintendent 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 Superintendent/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

7.3 Contractor Relations and Communications:

Contractors will be required to maintain communications with Streets Superintendent 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.**

7.4 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.
- D. Awarded Contractor must provide proof of liability insurance by furnishing a Certificate of General Liability Insurance, Workers Compensation Insurance and Proof of Automobile General Liability Insurance. The liability insurance must be maintained for the life of the project or contract and the City of Foley shall be listed as an additional insured. The contractor's insurance is to be the primary coverage over any insurance the City of Foley may have.

Contractor must maintain, at a minimum, the following Insurance coverage:

1. Workers' Compensation insurance with benefits required under the laws of the state in which the Services are to be performed and Employer's Liability insurance with minimum limits of \$100,000 for Bodily Injury per accident and \$100,000 for Bodily Injury by occupational disease for each employee and \$500,000 in the aggregate for Bodily Injury by occupational disease
2. Commercial General Liability insurance, including liability for the Project and blanket coverage, Personal and Advertising Injury, Products-Completed Operations, Medical Payments, Bodily Injury, and Property Damage, with minimum limits of \$1,000,000 per occurrence, \$500,000 personal and advertising injury per occurrence, and \$50,000 medical expense, and \$2,000,000 general aggregate and completed operations aggregate. Such Commercial General Liability Insurance shall also contain contractual liability coverage with minimum limits of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, insuring all liability assumed by Contractor pursuant to this Contract.
3. Business Automobile Liability insurance with minimum combined single limits of \$1,000,000. Contractor shall cause each insurance company to provide coverage for liability arising out of the operation of owned, hired, and non-owned vehicles.
4. Umbrella/Excess Liability insurance with minimum limits of \$3,000,000. Contractor shall cause each insurance company to provide the insurance on an umbrella basis in excess over and no less broad than the liability coverage's required in this Contract, and with coverage that "drops down" for exhausted aggregate limits under liability coverage's and contractual liability coverage's as required in this Contract.

7.5 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.

7.6 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.

7.7 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.

7.8 INITIAL TREATMENT

- A. The initial vegetation and pest management treatment for this contract will be planned in the spring of 2018.

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:

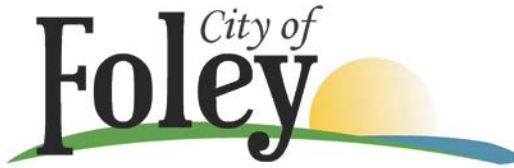
Name of Client/Company:	
Contact Person:	
Address:	
Phone:	Email:
Services Provided:	
Length of Service:	

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:	



INTEGRATED VEGETATION AND PEST MANAGEMENT

Requisition No. ST-113017

PRICE SHEET

SEE ATTACHED EXCEL SPREADSHEET
File name: Price Sheet - Veg and Pest Mgmt.xlsx

NOTE: You are asked to bid your 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 presented is all that will be paid for each individual site for the duration of the contract.



THE CITY OF FOLEY, ALABAMA 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:

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 Beason-Hammon Act:

Must be in compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 dealing with immigration (Immigration Act).

1.18 Alabama Immigration Law:

The Contractor receiving the bid award must abide by the Alabama Immigration Law (also referred to as "Act 2011-535" and codified in State law as Title 31, Chapter 13 of the Code of Alabama 1975) and as it was amended by Act #2012-491 that was signed by Governor Bentley on May 18, 2012.

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



You may be aware that the Alabama Legislature enacted a new law on immigration during its 2011 Regular Session (Act No. 2011-535). Section 9 of the Act requires that as a condition of an award of a contract with a state or local government entity, the business entity “shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such, by sworn affidavit signed before a notary.” Said affidavit shall also include the entity’s Employment Eligibility Verification User Identification Number as evidence of enrollment in the E-Verify program and will continue to participate in the E-Verify program for the entire term of said contact, grant, or incentive it has with the City of Foley.

The City of Foley is required to comply with the provisions of the new Alabama Immigration Law (the Act). Compliance requirements for municipalities in Alabama became effective January 1, 2012. The requirements flow down to all contractors, vendors, and grantees doing business with the City and employing one or more employees. ***To comply with the new Act, the City requires the following information be provided by you prior to award of contract:***

IF YOUR COMPANY HAS ALREADY SUBMITTED AN AFFIDAVIT TO THE CITY OF FOLEY, YOU DO NOT HAVE TO RESUBMIT THIS FORM.

1. PROVIDE your entity/company’s information on the enclosed Affidavit of Alabama Immigration Compliance (Affidavit);
2. If you do NOT employ one or more employees, complete Part I of the Affidavit.
3. If you DO employ one or more employees and are required to comply with this new law, complete Part II of the Affidavit.
4. PROVIDE your entity’s E-Verify Employment Eligibility Verification User Identification Number in Part II of the Affidavit;
5. If required to comply and not currently enrolled in E-Verify, go to the E-Verify Home Page to initiate enrollment. E-Verify is a program that verifies the employment eligibility of all newly hired employees. <http://www.uscis.gov/portal/site/uscis>
6. EXECUTE, HAVE NOTARIZED and RETURN the completed Affidavit to the following address:

City of Foley
Attn: Accounts Payable
P.O. Box 1750
Foley, AL 36536

We regret any inconvenience or burden that these new requirements place on you and your business or organization. However, all municipalities in Alabama are mandated to comply with the new Alabama Immigration Law. If you wish to continue doing business with the City of Foley, you must comply and submit a completed Affidavit.

If we can assist in any way, please contact us at 251-943-1545. We appreciate your cooperation regarding this matter.

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

The signed Affidavit must be notarized.

In compliance with Sections 31-13-9 of the Alabama Code, this Affidavit of Alabama Immigration Compliance must be completed and signed by an officer or the owner of a business entity or employer and notarized. Please complete Part I if you do NOT employ one or more employees or Part II if you DO employ one or more employees.

Company Name	
Company Representative	<i>(Please Print Name)</i>
Address	
City, State, & Zip Code	

PART I – (Complete if you do NOT employ one or more employees and notarize below.)

I certify in my capacity as _____ for the above noted business entity that said entity does not employ one or more employees. I further certify that should my status change and I am required to comply, I will submit all required documents to the City of Foley. I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant

PART II – (Complete if you DO employ one or more employees and notarize below.)

As a condition of the above-referenced Entity/Company’s receipt of any contract, grant, or incentive from, by or with the City of Foley, Alabama, the undersigned, as such officer, agent or representative of said Company, after being first duly sworn, states as follows:

1. That said Company will not knowingly employ, hire for employment, or continue to employ an unauthorized alien.
2. That said Company has enrolled in, is currently participating in, and will continue to participate in the “E-Verify” program run by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security for the entire term of said Company’s performance under any contract, grant, or incentive it has with the City of Foley, Alabama.
3. The undersigned further represents that, should said entity/company employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Foley, it will secure from such subcontractor(s) verification of compliance with Section 31-13-9 of the Code of Alabama 1975, in a form substantially similar to this affidavit.

Entity’s E-Verify Employment Eligibility Verification User Identification Number is: _____

I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant

NOTARY SECTION

State of _____:
County of _____:

Sworn to and subscribed before me this _____ day of _____, 20____. I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public
My Commission Expires: _____

Please execute, have notarized, and return to the **City of Foley, P.O. Box 1750, Foley, AL 36536.**