

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 10:00 a.m. CT on Tuesday, July 17, 2018 for

TREE TRIMMING AND REMOVAL SERVICES Requisition No. HORT-071718

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 bid forms found in the Invitation to Bid 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



CITY OF FOLEY, ALABAMA
OFFICE OF PURCHASING AGENT

REQUISITION NO. **HORT-071718**
BIDS TO BE OPENED AT: **10:00 A.M.**
DATE: **TUESDAY, JULY 17, 2018**

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 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
_____, 2018.

NOTARY PUBLIC

BIDS MADE OUT IN PENCIL WILL NOT
BE ACCEPTED.

FIRM: _____

BY: _____
Signature accepted in ink only

STREET ADDRESS: _____

CITY: _____ STATE: _____

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:	HORT-071718
Bid Name:	TREE TRIMMING AND REMOVAL SERVICES

Company Name:	
State of Alabama Contractor / General Contractor License Number:	
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

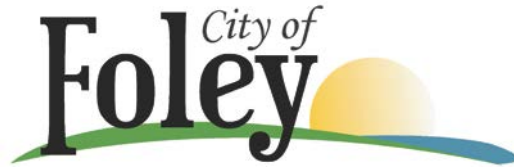
No.	Date

No.	Date

No.	Date

No.	Date

No.	Date



TREE TRIMMING AND REMOVAL SERVICES

MINIMUM BID SPECIFICATIONS

The City of Foley is soliciting bids for Tree Trimming and Removal Services.

Upon receipt of bids, it will be the decision of the City of Foley to award or not award the bid. The City reserves the right to reject any or all bids and to waive technical errors, if, in the City's judgment, the best interest of the City will thereby be promoted.

Scope of Work

The purpose of this solicitation is to establish a contract for the purpose of tree trimming and removal services in conjunction with the City's needs on an as needed, when needed basis. Work involved in this contract consists of furnishing all labor, vehicles, equipment, and tools, as well as performing all work in strict accordance with the specifications and instructions provided by City staff.

General Requirements

To be eligible for consideration, bids must be submitted on complete original forms found in this bid packet. All executed bid forms and documents must be submitted in a sealed envelope. The outside of the sealed envelope should be clearly marked, identifying the project 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.

Contractor shall be regularly engaged in tree trimming in the State of Alabama for a minimum of 3 years. Prospective bidders are required to provide three (3) business references located within the State of Alabama. References should include: name of firm, contact person, telephone number, e-mail address. Reference information shall be provided on designated page found within this bid packet.

Licenses, Permits, Etc.

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

This work is to be performed by a licensed, insured and bonded tree service contractor. Proof of such shall be provided with the bid. Contractor represents and warrants that Contractor has all

licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Contractor to perform any work under the Contract. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any legally required licenses, permits and approvals.

Firm shall have a full time certified arborist on staff, certified by the International Society of Arboriculture (ISA), on active job sites. Contractor shall provide a copy of the above referenced certification with the bid submittal. This shall be maintained in a current status throughout the life of the contract.

A copy of the firm's State of Alabama Tree Surgeon's license shall also be provided with the bid submittal.

Insurance Requirements

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 duration of the 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.

Equipment

Contractor shall provide all vehicles, equipment and tools necessary to complete the required work referenced in this bid. All maintenance of vehicles, equipment and tools will be the responsibility of Contractor. The City will not be responsible for upkeep, parts, replacement, and liability of equipment.

The Contractor must own or lease sufficient equipment (chain saws, aerial lift, wood chipper, crane, stump grinder, log trucks, chipper box truck, etc) that is well maintained, mechanically sound, and in good/excellent operating conditions to complete the tasks as described in a timely and efficient manner.

Response Time

Emergency: The Contractor shall acknowledge all service calls within 1 hour of the call being placed. Response to calls from the City for emergency service is required 24 hours a day, 7 days a week. Contractor must have a cell phone number or other means of contact that is available 24 hours a day 7 days a week. Service personnel shall arrive at the designated job site within the timeframe agreed upon with City designee at the time of emergency notification.

Non-emergency: The Contractor shall acknowledge all service calls within 24 hours of the call being placed. Service must commence within 5 business days of receipt of a work order initiated by the City designee, unless otherwise agreed to by the City.

Protection of Existing Facilities and/or Properties

Contractor shall take every precaution to protect all public and private property during the performance of the contract. Any damages (including ruts) caused by Contractor's personnel or equipment will be promptly repaired or replaced by the Contractor, at the Contractor's expense, to at a minimum, the condition existing before the damage occurred. Such work shall meet the approval of City staff.

Accident Prevention

Precautions shall be exercised at all times for the protection of persons and property. Contractors performing services under this contract shall have all required safety warning devices, including, but not limited to, safety cones, barricades, flags, signs and any other traffic control or safety devices as required by the City or OSHA requirements and shall conform to all relevant OSHA, State, County and local regulations during the course of such effort in accordance with the MUTCD manual. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor.

Pruning Requirements

All pruning shall be performed following ANSI-A300 standards (American National Standards Institute). Reference tcia.org for more information (Tree Care Industry Association).

Clean-Up

Contractor shall remove all debris (logs, limbs, stumps, crowns, etc.) from the work site at the end of each workday and shall legally dispose of all debris that is a result of their operation. Upon final completion of project, the Contractor shall thoroughly clean up all areas where work has been performed. If Contractor fails to comply with this obligation, Contractor will be back charged for work performed by City personnel for such removal.

Subcontracting

There shall be NO subcontracting or assignment of work to any company by the awarded Contractor without prior notification or approval of the City staff.

Term of Agreement

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 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.

Pricing

The prices proposed by the awarded Contractor shall remain fixed and firm during the term of contract. Prices will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this bid.

Prior to performing work, selected Contractor shall provide a written proposal to City staff. At a minimum, proposal shall include a description of the work, project cost, expected start date and payment instructions. Upon receipt of City approval, project may be scheduled.

All work shall conform to arboricultural best practices. Inspections to verify proper pruning techniques will be done by the City and invoices will not be released for payment until the City has satisfied itself all work has been performed satisfactorily.

Termination

The City may terminate the contract, in whole or in part, for its convenience and without cause upon giving written notice to the Contractor.

If it is determined that the Contractor's performance is not satisfactory, and the Contractor is notified of such determination in writing, the Contractor shall correct the unsatisfactory condition(s) within 5 days after receiving such notification. If the Contractor fails to correct the unsatisfactory condition(s) within 5 days or their performance continues to be unsatisfactory, the contract can be terminated upon 30 days written notice.

Additional Information

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 about a particular product bid or change within the bid, an Addendum will be emailed stating the change. All addendums must be acknowledged in the "Addendum Acknowledgment" section located on page 3 of this bid packet.

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."

CONTRACT QUALIFICATION DATA

a) List the exact name of your firm. _____

b) How many years has your firm been in business under its present business name and business organization structure? _____ Years

c) How many years has your firm been regularly and actively engaged in the tree trimming and removal business, performing the type of work described in this bid?
_____ Years

d) How many of the following type of equipment does your firm own or lease and are available for use by your crews?

_____ 75' aerial lift	_____ 60' aerial lift
_____ 110' reach crane	_____ Log truck w/ grapple
_____ Wood chipper	_____ Chipper box truck
_____ Stump grinder	

List any other equipment your firm owns or leases that are available for use by your crews.

e) Does your firm provide emergency service on a 24-hour, 7-day per week basis?
 Yes No

f) Does your firm have a twenty-four (24) hour emergency number that is staffed by a person and not an answering machine; or a cell phone number that is available twenty-four (24) hours a day seven (7) days a week?
 Yes No

If yes, please list number: _____

g) Do you have a full time certified arborist on staff, certified by the International Society of Arboriculture (ISA), or do you have an agreement with one who can be on active job sites?
 Yes No

REFERENCES

Contractor shall provide three (3) references located within the State of Alabama 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:	

REFERENCE 2:

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

REFERENCE 3:

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

CITY OF FOLEY
TREE TRIMMING AND REMOVAL SERVICES
PRICE SHEET

The following unit prices shall include all labor, materials, equipment, 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.

ITEM	DESCRIPTION	UNIT	TREE SIZE	PER TREE PRICE	PER TREE PRICE FOR 10 OR MORE
1	General Prune Work	Per tree	0-12" d.b.h.		
2	General Prune Work	Per tree	13-24" d.b.h.		
3	General Prune Work	Per tree	25-36" d.b.h.		
4	General Prune Work	Per tree	37-48" d.b.h.		
5	General Prune Work	Per tree	49"+ d.b.h.		
6	Tree Removal to 6 Inches Above Soil Line	Per tree	0-12" d.b.h.		
7	Tree Removal to 6 Inches Above Soil Line (Including	Per tree	13-24" d.b.h.		
8	Tree Removal to 6 Inches Above Soil Line (Including Disposal)	Per tree	25-36" d.b.h.		
9	Tree Removal to 6 Inches Above Soil Line (Including	Per tree	37-48" d.b.h.		
10	Tree Removal to 6 Inches Above Soil Line (Including	Per tree	49"+ d.b.h.		
11	Crown Reduction/Hazard Limb Removal	Per tree	25"-36" d.b.h.		
12	Crown Reduction/Hazard Limb Removal	Per tree	37"-48" d.b.h.		
13	Crown Reduction/Hazard Limb Removal	Per tree	49"+ d.b.h.		

ITEM	DESCRIPTION	UNIT	TREE SIZE	PER TREE PRICE	PER TREE PRICE FOR 10 OR MORE
14	Stump Grinding Associated with Tree Removal	Per Stump	Less than 36"		
15	Stump Grinding Associated with Tree Removal	Per Stump	Greater than 36"		
16	Stump Grinding Not Associated with Tree Removal	Per Stump	Less than 36"		
17	Stump Grinding Not Associated with Tree Removal	Per Stump	Greater than 36"		

Unscheduled / Storm Response Extra Work

Contractor is to furnish the City of Foley, an hourly rate for unscheduled or storm response tree services, in accordance with the following specifications and provisions:

All unscheduled work shall have prior authorization of the City. Unscheduled work is requested on an as-needed basis and the Contractor is not guaranteed all such work. The amount of time each unscheduled job may take is subject to negotiation with the City. Rates offered below would be a major determinant in whether unscheduled work will be furnished by the Contractor.

NOTE: THE ESTIMATED HOURS AND DOLLAR AMOUNT SHOWN BELOW ARE FOR BID EVALUATION PURPOSES ONLY AND DO NOT REPRESENT WHAT THE CONTRACTOR MAY OR MAY NOT EARN THROUGH UNSCHEDULED WORK.

GENERAL CREW RATE - 24 x 7, portal to portal, including dump fees (Service based on a three person crew with chip-body-tower truck, chipper, log truck and loader and all associated tools and equipment. The hourly crew rate shall also include all Contractor costs for wages, insurance, overhead.).

50 hours x General Crew Rate _____ = \$ _____
 (Crew Rate)

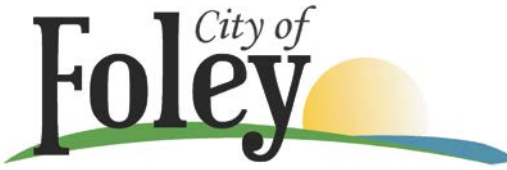
Company Name: _____

Address: _____

Company Representative: _____

Title: _____

Signature: _____



**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 bids 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:

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 bids 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.

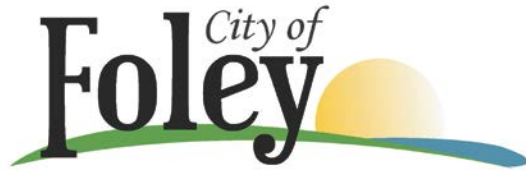
1.17 Beason-Hammon Act:

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 contract, 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.**