

INVITATION TO BID

Sealed bids subject to the conditions contained herein, will be received by the City of Foley until 2:00 p.m. CT on Wednesday, September 15, 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:

PURCHASE AND TEMPORARY ASSEMBLY OF A NCAA/FIVB PORTABLE VOLLEYBALL FLOOR

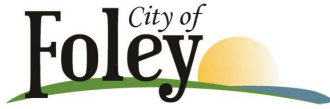
Requisition No. FST-091521

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 Name – Purchase and Temporary Assembly of
NCAA/FIVB Portable Volleyball Floor
Requisition # FST-091521

BID FORM

BIDS TO BE OPENED AT: **2:00 P.M.**
DATE: **Wednesday, September 15, 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.

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 complete delivery & temporary assembly 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.

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). THE BID NAME, REQUISITION NUMBER AND
OPENING DATE AND TIME MUST BE PRINTED ON THE OUTSIDE OF THE SEALED ENVELOPE.
EACH BID MUST BE IN SEPARATE ENVELOPES.**



BIDDER'S INFORMATION:

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

ADDENDUM ACKNOWLEDGEMENT:

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

(List all addendums issued for this bid.)

No.	Date

No.	Date

No.	Date

No.	Date

No.	Date

No.	Date



MINIMUM BID SPECIFICATIONS

The Foley Sports Tourism Event Center wishes to purchase and temporary assemble one (1) NCAA/FIVB Portable Volleyball Floor.

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 proposals and to waive technical errors, if, in the City's judgment, the best interest of the City will thereby be promoted.

General Requirements

To be eligible for consideration, bids must be submitted on forms found in the bid packet. The complete bid packet, with all executed bid forms and documents, must be submitted in a sealed envelope and the outside of the envelope shall be clearly marked with the following information: Bid Name, Bid Requisition Number, Company's name & address. If hand delivering the bid, the envelope must be "Date and Time" stamped at the receptionist's desk when the bid package is turned in. It shall be the sole responsibility of the bidder to assure receipt of the bid at Foley City Hall prior to the published time for the bid opening.

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

Prior to beginning work, Company shall obtain any appropriate City of Foley permits.

Proof of E-Verify documentation in the form of a copy of the signed Memorandum Of Understanding (MOU) generated upon completion of the E-Verify program should be submitted with this bid.

Scope of Work

Below are the specifications of the flooring that should be purchased and temporarily assembled at the Event Center.

PORTABLE FIVB VOLLEYBALL FLOOR

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Portable sheet vinyl resilient athletic flooring approved for NCAA and FIVB volleyball competition, including accessories for set-up and storage.

1.2 ACTION SUBMITTALS

- A. All bidders must submit the following reference list ATTACHED TO THEIR BID to be considered:
 - 1. List of five (5) previous project that the bidder has provided and assembled a portable FIVB/NCAA main court with the specified products.
 - 2. All projects must be a NCAA, Division 1 level schools.
 - 3. Provide University name, location, facility name, date assembled and owner contact information.
- B. Product Data: For each type of product indicated.



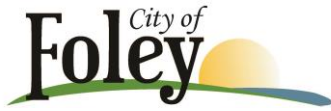
- C. Manufacturer Certifications:
 - 1. Provide FIVB certification as “Approved for FIVB international volleyball competitions” and authorized to bear the “FIVB Official Supplier” logo. Certifications for lower levels of competition, such as scrimmages, exhibition matches, etc, is not appropriate.
 - 2. Provide ISO 9001 certification for the OEM of the specified products.
 - 3. Provide ISO 14001 certification for the OEM of the specified products.
- D. Laboratory Test Results:
 - 1. Provide certification of testing per ASTM F2772-11 and the product being furnished complies with Class 3 of the ASTM Indoor Sport Floor Classification specified for this project. Third-party certification required; sales literature is not sufficient.
- E. Shop Drawings: Showing assembly details and locations of borders, patterns, game lines, locations of floor inserts and seams.
- F. Samples:
 - 1. Manufacturer's color chart for selection of available floors with a minimum of 10 standard colors available, including official FIVB colors and 3 wood visuals. Custom color are required as specified below.
 - 2. Color samples:
 - a. Wood visual samples Minimum 24 inches by 36 inches to show that the appearance of wood plank pattern complies with these specifications
 - b. Solid color samples: Minimum 6 inches by 8 inches.

1.3 CLOSEOUT SUBMITTALS

- A. Submit three copies of the following:
 - 1. Manufacturer maintenance instructions.
 - 2. Manufacturer material warranty.
 - 3. Assembly warranty

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
 - 1. ISO 9001 Certified.
 - 2. ISO 14001 Certified.
 - 3. At least ten years active experience in the manufacture and marketing of indoor resilient athletic flooring
 - 4. A provider of synthetic indoor volleyball sport flooring for at least 5 International Olympic Games.
 - 5. A provider of synthetic indoor volleyball sport flooring for at least 5 NCAA Division 1 main courts.
- B. Assembly Qualifications:
 - 1. At least five years' experience in the assembly of resilient athletic flooring including portable volleyball courts for NCAA Division 1 main court facilities.
 - 2. Employer of workers for this Project who are competent in techniques required by manufacturer for resilient athletic flooring assembled indicated.
- C. Fire Test Characteristics: As determined by testing identical products according to ASTM E 648, Class 1, by a qualified testing agency acceptable to authorities having jurisdiction.
- D. Athletic Performance Properties: Comply with ASTM F 2772-11 performance for force reduction, ball bounce, vertical deformation and surface friction as follows:



1. Shock absorption rating: Class 3; shock absorption 34% to 45%.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store flooring and assembly materials in protected dry spaces, with ambient temperatures maintained within range recommended by manufacturer, but not less than 55 deg F (13 deg C) nor more than 85 deg F (29 deg C).
- B. Store the indoor resilient athletic surfacing rolls in an upright position on a smooth flat surface immediately upon delivery to Project.

1.6 FIELD CONDITIONS

- A. Product Assembly:
 - 1. Maintain temperatures during assembly within range recommended by manufacturer, but not less than 65 deg F (18 deg C) in spaces to receive flooring one week before assembly, during assembly, and one week after assembly.
 - 2. After assembly, maintain temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

1.7 WARRANTY

- A. Special Limited Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace sports flooring that fails within specified warranty period.
 - 1. Failures include, but are not limited to, the following: Material and manufacturing defects.
 - 2. Warranty Period: 5 years from date of Substantial Completion.

1.8 ENVIRONMENT AND INDOOR AIR QUALITY

- A. LEED™ Documentation:
 - 1. MR Credits: For products having recycled content, indicate percentage by weight of post-consumer and pre-consumer recycled content.
 - 2. IEQ Credits: For adhesives and flooring, including a statement of VOC content.
- B. Indoor Air Quality Certification:
 - 1. Flooring products must be FloorScore® Certified.
 - a. FloorScore® certification proves compliance with the volatile organic compound emissions criteria of the California Section 01350 standard.
 - b. FloorScore® certification proves compliance with the testing and product requirements of the California Department of Health Services "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
 - c. FloorScore® documentation must include certificate number for specified product.
- C. Manufacturer Certification of Environmental Procedures:
 - 1. Original Equipment Manufacturer's (OEM) ISO 14001 Certification

PART 2 - PRODUCTS

2.1 SHEET VINYL ATHLETIC FLOORING

- A. Basis-of-Design Manufacture: Subject to compliance with requirements, provide: Gerflor Taraflex Sport M Plus Exclusive and Official FIVB Volleyball Court
- B. Substitution Limitations:
 - 1. No substitutions.
- C. Sport Floor Product Description: Dual-durometer foam-backed sheet vinyl sport flooring designed for official FIVB portable assembly.

1. Overall Thickness: Not less than 0.3 inch (7.5 mm).
 2. Wear-Layer Thickness: Not less than 0.08 inch (2.1 mm)
 3. Overall size: 59' wide x up to 114' long.
 4. Backing: Very high density, two layer, dual-durometer, closed cell foam with reinforced fiberglass grid and mesh layer
 5. Seaming Method: Sport flooring seams to adhered with four inch wide vinyl tape approved by the manufacturer
 - a. Basis-of-design product: Mat Man #75 clear seam tape
 6. Traffic-Surface Texture: Wood visual shall have wood grain embossed texture for a genuine wood appearance and Solid colors to have "pebbled" embossed texture for an attractive appearance.
 7. Bacteriostatic and Fungicidal Treatment: Manufacturer's factory-applied permanent treatment throughout the flooring material which can improve indoor air quality and reduce asthma and allergy risks associated with bacterial and mold growth.
 - a. Basis-of-Design Product: Gerflor Sanosol
 8. Applied Finish: Manufacturer's, factory-applied, permanent and UV-cured.
 - a. Slide and grip properties appropriate for FIVB competition volleyball
 - b. No-Wax finish: Published product literature identifying factory applied finish as, "No-Wax-Just clean and rinse"
 - c. Basis-of-Design Product: Gerflor ProtecSol.
 9. Field-Applied Finishes: None required and not allowed.
 10. Roll Size:
 - a. Roll Width: Rolls to be a minimum width of 4'-11" (1.5 m) wide.
 - b. Roll length of playing court area shall be sufficient to cover the full length of a NCAA / FIVB competition volleyball court (59'-0") without splicing or end-of-roll (butt) seams within main court boundary.
 11. Color and Pattern:
 - a. Court Area to be Taraflex #6381 Maple Wood pattern which accurately simulate the true visual appearance of natural athletic wood strip flooring.
 - 1) Pattern shall replicate random-length stock by simulating non-uniform board lengths ranging from 18 inches to 48 inches with a maximum board width of 2-1/2 inches.
 - 2) Wood pattern shall not include a dark line simulating edges or ends of individual boards.
 - b. Perimeter Boarder to be Custom Produced Color to match Pantone #282c
- D. Performance Criteria:
1. ASTM F 2772-11 Indoor Sport Floor Standard:
 - a. Provide certification of compliance for the four ASTM F2772 Indoor Sport Floor Standard performance categories:
 - 1) Shock Absorption/Force Reduction: Class C3 (34% to 45%). Pass
 - 2) Ball Bounce: Minimum 90%: Pass
 - 3) Surface effect/Coefficient of Friction: Between 80-110: Pass
 - 4) Vertical deformation: Maximum 3.5mm: Pass
 2. International Sport Federation Certification: Certification as "Approved for FIVB international volleyball competitions" and authorized to bear the "FIVB Official Supplier" logo.



3. Resistance to Rolling Load: EN 1569; Pass.
4. Chemical Resistance: ASTM D 543; OK.
5. Impact Resistance: EN 1517; Pass.
6. Abrasion Resistance: EN ISO 5470; Pass.
7. Sound Insulation: EN ISO 717; 18 dB.
8. Gloss/Brightness: EN ISO 2813; Pass.
9. Organic Emission: ASTM D 5116; Pass
10. Fire Performance: ASTM E 648; Greater than 0.45 W/cm², Class 1.
11. Surface Maintenance Requirements: No-wax surface requiring only cleaning and rinsing.

2.2 ACCESSORIES

- A. Surface to be capable of accepting pressure sensitive logos with appropriate coefficient of friction for volleyball play.
 1. No logos included.
 2. Logos provided by owner.
- B. Six (6) Taylor hand clamps for moving unrolled sections of court material.
- C. One (1) QuickClean pull behind court cleaner.
- D. One (1) Tape unrolling shoe/applicator for 4" wide tape: Designed to be pushed through seams for easy application of seam tape with adhesive side facing "up"
- E. Consumable Tape: Company to provide sufficient Game-Line and Seam tape for TWO (2) set-ups. Company to provide tape ordering info to the City for purchasing all consumable tapes directly.
 1. Seam tape: Mat Man #75 vinyl tape. Standard Roll Length: 4" wide X 84' feet long.
 2. Game-Line Tape: 3M #471 tape Color: White. Standard Roll size: 2" wide X 109 feet long.
- F. Special hand trucks for moving and unrolling court rolls.
 1. One (1) Heavy duty 2-wheel hand truck with pneumatic wheels for transporting individual flooring rolls vertically.
 2. One (1) Gundlach #4 Linoleum hand truck equipped with rollers for transporting and smoothly unrolling Taraflex court rolls.
- G. Steel storage/shipping pallets for proper protection and storage of all the court material.
 1. Steel base designed for use with owner's forklift or pallet jack
 2. Vertical steel post at four corners to protect the rolls and to attach three 1" wide nylon webbing straps.
 3. Movable top supports to brace the steel frame and to allow for easy loading and unloading.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify the Following:
 1. The athletic subfloor surface deviation is no greater than 1/8 inch within 10 feet (3.2 mm within 3 m)
 2. The area in which the indoor resilient athletic flooring will be assembled is dry, weather-tight and in compliance with specified requirements.



3.2 PREPARATION

- A. Sweep and vacuum substrates immediately before assembly. After cleaning, examine substrate for grit, dust or other contamination. Proceed with assembly only after unsatisfactory conditions have been corrected.

3.3 SHEET ATHLETIC FLOORING ASSEMBLY

- A. General:
 - 1. Comply with manufacturer's assembly instructions.
 - 2. Locate seams as shown on approved Shop Drawings
 - 3. Adhere seams by applying seam tape according to Taraflex instructions.

3.4 GAME LINES AND LOGOS

- A. Lay out game lines and logos to comply with rules and diagrams published by NCAA /FIVB official domestic Competition regulations.

3.5 OWNER'S INSTRUCTIONS

- A. Company to provide one Technical manager on site during the initial assembly
 - 1. To provide technical oversight for the local assembly crew.
 - 2. To provide owner instruction for set-up, storage and maintenance.
- B. Owner to provide 4 to 6-person crew during initial set-up
 - 1. For owner's staff to receive hands-on familiarization with the product and instructions for set-up, storage & maintenance.
 - 2. Provide facility logistics and basic labor assistance as directed by Company.
 - 3. Requires 4 to 6 workmen for 2 days during initial temporary assembly. These workmen must be staff members with future responsibility for the set-up and tear-down of the portable court.

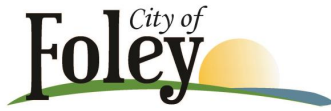
END OF SECTION

Temporarily Assembled

The portable volleyball flooring is expect to be delivered to 1001 East Pride Boulevard, Foley, AL 36535 no later than November 5, 2021 with temporary assembly to be completed no later than November 12, 2021.

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.



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.

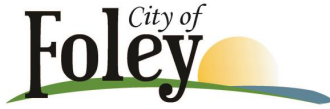
Bids should be sent to one of the following addresses:

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



**PURCHASE AND TEMPORARY ASSEMBLY OF NCAA/FIVB
PORTABLE VOLLEYBALL FLOOR**

Requisition No. FST-091521

PRICE SHEET

ITEM DESCRIPTION	TOTAL PRICE
Total Purchase & Temporary Assembly NCAA/FIVB Portable Volleyball Floor	\$ _____

Company: _____

Submitted By: _____

Address: _____

Phone: _____



GENERAL CONDITIONS

To insure acceptance, all bidders submitting bids to the City of Foley shall be governed by the following conditions, attached specifications, and bid form(s) unless otherwise specified. Bids **not** submitted on the bid form(s) provided may be rejected, and bids **not** complying with these conditions will be subject to rejection.

1.0 Intent of Specifications:

It is the intent of the specifications attached hereto to set forth and describe certain item(s) or service(s) to be purchased by the City of Foley including all materials, equipment, machinery, tools, apparatus, and means of transportation (meaning freight costs) necessary to provide these items or services.

1.01 Legal Requirements:

All applicable provisions of Federal, State, County and local laws including all ordinances, rules and regulations shall govern the development, submittal and evaluation of all bids received in response to these specifications, and shall govern any and all claims between person(s) submitting a bid response hereto and the City of Foley, by and through its officers, employees and authorized representatives. A lack of knowledge by the bidder concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof.

1.02 Sealed Bids:

The specifications and all executed bid forms must be submitted in a sealed envelope. All proposals must be signed by an authorized representative of the bidder. In the event more than one bid opening is scheduled for the same date and time, do not include bids concerning different sets of specifications within the same envelope. **The face of the envelope shall be plainly marked identifying the bid requisition number and opening date and time.** It shall be the sole responsibility of the bidder to assure receipt of bid at the Purchasing Office prior to the published time for the bid opening. No bid will be opened that is received after closing time for receipt of bids, nor will any offers by telephone, fax, or any electronic means be accepted.

1.03 Exceptions to Specifications:

During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that fair consideration is given in evaluating bids, all exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor and City Council are the final authority in determining the acceptability of any exceptions to specifications.

1.04 Discounts:

Terms offering a discount for prompt payment will be considered in determining the low bid. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the product or service judged acceptable to the City of Foley or (2) a correct invoice and other required documents have been received, whichever is later. Discounts offered for a period of less than thirty (30) days will not be considered in determining the low bid.

1.05 Approved Equivalent or Equals:

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

1.06 Bid Withdrawals:

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



1.07 Rejection of Bids:

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

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

1.08 Delivery:

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

1.09 Taxes:

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

1.10 Licenses, Registration and Certificates:

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

1.11 Permits and Taxes:

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

1.12 Compliance with Federally Funded Programs:

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

1.13 Proof of Liability & Worker's Comp Insurance:

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

1.14 Background Check:

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

1.15 Disqualification:

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

If, in the opinion of The City of Foley, a sealed bid contains false or misleading statements or references that



do not support a function, attribute, capability, or condition as contended by Company, the sealed bid may be disqualified from further consideration.

1.16 Expenses:
Expenses for developing sealed bids and addressing information requests herein are solely and entirely the responsibility of Company and shall not be chargeable in any manner to the City of Foley.

1.17 Alabama Immigration Law (Beason-Hammon Alabama Taxpayer and Citizen Protection Act):
Contractor must be in compliance with Alabama's Immigration Law, otherwise known as the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Section 31-13-9, Code of Alabama 1975. If the bidder employs persons in the State of Alabama, the bidder must provide documentation with this bid that they are enrolled in the E-Verify program. Additionally, the bidder should be advised that if they employ persons (anywhere), award of the contract is conditioned on the bidder not knowingly employing, hiring for employment or continuing to employ an unauthorized alien within the State of Alabama. Any awarded contract will contain a provision whereby the bidder promises not to violate federal immigration law.

Any subcontractor who works with the general contractor who has been awarded contracts by the City must be enrolled in E-Verify. It is the responsibility of the general contractor to have a system in place to ensure subcontractors' compliance.

Proof of E-Verify documentation will be in the form of a copy of the signed Memorandum Of Understanding (MOU) generated upon completion of the E-Verify program.

1.18 Local Bid Preference:
The City of Foley has accepted the local bid preference guidelines established in Act 2015-293 and allows these guidelines to be utilized when appropriate, on a case by case basis. The local preference area has been established per Resolution 15-2369-RES and is defined as the area within the police jurisdiction of the City of Foley. Bid awards may be made to local vendors in this area if their submission is within 5% of a lower bid submitted by a vendor outside of this area and a 10% preference is extended if the lower bidder is located outside the state.

1.19 Contractor Tax Credits/Incentives/Rebates:
Should a Contractor seek tax credits, incentives or rebates for energy efficiency programs or any other such program through the Federal or State Government, the Contractor shall inform the City of its intent to apply and shall negotiate terms with the City.

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