

## 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., February 7, 2019 for:

### CONSTRUCTION PIPE & CULVERT

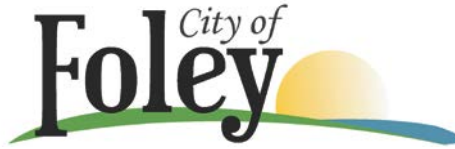
Requisition No. ST-020719

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-020719**  
BIDS TO BE OPENED AT: **11:00 A.M.**  
DATE: **THURSDAY, FEBRUARY 7, 2019**

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

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SPECIFICATIONS: SEE ATTACHED

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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.

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We are in a position to complete delivery as required 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  
\_\_\_\_\_, 2019.

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:**

<b>Bid Requisition Number:</b>	<b>ST-020719</b>
<b>Bid Name:</b>	<b>CONSTRUCTION PIPE &amp; CULVERT</b>

<b>Company Name:</b>	
<b>Submitted By:</b>	
<b>Mailing Address:</b>	
<b>Telephone Number:</b>	
<b>Fax Number:</b>	
<b>E-Mail Address:</b>	

**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



## CONSTRUCTION PIPE AND CULVERT

### MINIMUM BID SPECIFICATIONS

#### **GENERAL**

The City of Foley, Alabama solicits quotations from Contractors to perform the work of furnishing and delivering pipe to the Project site, at sites in the City selected by City personnel, in accordance with the conditions stated hereafter. The quotations shall remain in effect for a minimum of one year from the date that the quotation is submitted. Thereafter, the contract may be extended on a yearly basis for a total of three years if such extension is acceptable to all parties thereto.

#### **SCOPE OF WORK**

The work shall consist of furnishing all labor, equipment, and incidentals for furnishing and delivering pipe, in accordance with these Specifications and with Section 850.01 and 850.02 and General Provision No. 101.01(b) of the Alabama Highway Department Standard Specifications for Highway Construction, 2008 edition. The Work will be at diverse locations in the City as selected by City personnel.

The pipe delivery will be made as requested by the City and delivered to the site specified by the City, complete, unloaded, and ready for installation.

The quotations shall include the following:

- A. Concrete pipe shall be a Class 3 with gasket joints. Round pipe shall range from 12-inch diameter to 84-inch diameter and arch pipe shall range from an 18-inch span, 11-inch rise through 88-inch span, 54-inch rise (with arch sizes designated as nominal and allowing slight size variations in accordance with the supplier's normal manufacturer). Quotations shall also be provided for Class 3 sloped end sections for both round and arched pipe.

Quotations for concrete pipe shall include gaskets and lubricant material.

The City reserves the right to waive minor deviations from the size and gauge requirements stated.

- B. Fully bituminous-coated corrugated steel pipe shall be provided in the following thicknesses for the sizes noted (with arch sizes designated as nominal and allowing slight size variations in accordance with suppliers normal manufacture.)

1. Round Pipe
  - 12, 15, 18, and 24 inch .....16 gauge
  - 12, 15, 18, 24 and 30-inch..... 14 gauge
  - 30-inch through 60-inch..... 12 gauge
  - 54-inch through 72-inch .....10 gauge

2. Arch Pipe
  - 17" x 13" through 28" x 20" .....16 gauge
  - 17" x 13" through 35" x 24" .....14 gauge
  - 35" x 24" through 71" x 47" .....12 gauge
  - 42" x 29" through 83" x 57" .....10 gauge

Quotations for metal pipe shall include additional prices, if applicable, for connecting bands, hardware, cutting pipe on 2:1 slope where requested, or incidentals necessary for installation of the pipe.

- C. Aluminized corrugated steel pipe - Type II shall be provided in the following thicknesses for the sizes noted (with arch sizes designated as nominal and allowing slight size variations in accordance with suppliers normal manufacture.)

3. Round Pipe
  - 12, 15, 18, and 24 inch .....16 gauge
  - 12, 15, 18, 24 and 30-inch..... 14 gauge
  - 30-inch through 60-inch..... 12 gauge
  - 54-inch through 72-inch .....10 gauge

4. Arch Pipe
  - 17" x 13" through 28" x 20" .....16 gauge
  - 17" x 13" through 35" x 24" .....14 gauge
  - 35" x 24" through 71" x 47" .....12 gauge
  - 42" x 29" through 83" x 57" .....10 gauge

Quotations for metal pipe shall include additional prices, if applicable, for connecting bands, hardware, cutting pipe on 2:1 slope where requested, or incidentals necessary for installation of the pipe.

- D. Double walled, high density polyethylene (HDPE) pipe with built in gasketed bell joint:
  - 12" through 60"
- E. Class II, dual wall high density polyethylene HDPE perforated pipe with sock and built in gasketed bell joint
  - 4" through 60"

## **DELIVERY POLICY**

Delivery policy and cost of delivery to Foley, Alabama must be included with bid. Delivery policy and cost of delivery may be a consideration in the bid award.

## **BID AWARD**

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

## **INSURANCE - GENERAL**

The Contractor shall provide insurance in accordance with the following:

- A. Contractor Coverage: The Contractor shall not commence work under this Contract until he has obtained all insurance required under the following paragraphs and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved. If the subcontractor does not take out insurance in his own name and his principal contractor wishes to provide such insurance protection for the subcontractor and such subcontractor's employees, a rider must be attached to the principal contractor's policy, which rider must take out appropriate policies in the name of the subcontractor.
  
- B. Liability Insurance: The following insurance coverage (with limits not less than specified herein) shall be maintained by the Contractor for the duration of the contract, affording coverage for any claim arising out of Contractor's operations herein, whether by the contractor or by any subcontractor, or by any employee or agent of either:
  1. Claims of employees under Workman's Compensation and other similar employee benefit acts, including claims because of bodily injury, occupational sickness or disease, or death.
  2. Claims arising out of bodily injury, sickness, disease or death of any person other than employees.
  3. Claims for damages arising out of libel, slander, false arrest, detention or imprisonment, malicious prosecution, defamation or violation of right of privacy, wrongful entry or eviction or other right of private occupancy, including claims as a result of an offense related to the employment of a claimant by Contractor. (So-called "Personal Injury").
  4. Claims arising out of damage to or destruction of tangible property, including loss of use.

A. Limits of Liability

<u>Type of Insurance</u>	<u>Bodily Injury</u>
Worker's Compensation	Statutory
Employer's Liability	\$100,000 Each Accident \$500,000 By Disease – Policy \$100,000 Each Employee
Comprehensive Automobile	\$1,000,000 Per Liability Accident Bodily Injury Property Damage Combined

B. Comprehensive General Liability

Operations	\$1,000,000 Combined Single Limit Each Occurrence/Bodily Injury and Property Damage
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- C. Owner's Protective Liability: The Contractor shall furnish from a carrier acceptable to the Owner, a policy of liability insurance, commonly called "Owner's Protective Liability" in the name of the Owner, providing "Independent Contractor's Coverage" for the operations embraced by this Contract with limits of \$1,000,000 bodily injury and \$1,000,000 property damage. Policy shall be endorsed that the premium is to be paid by the named contractor. This policy shall name the Engineer, Architect, and Surveyor as additional insured.
- D. Property Insurance Contractor: The Contractor shall assume complete responsibility for safe-guarding all portions of the Work in progress, whether completed or not, until such work has been accepted by Owner, and shall maintain such insurance to protect himself against perils which may cause such property to be damaged or destroyed. Title to such work in progress, whether completed or not, shall remain vested in the Contractor until finally accepted by Owner.
- E. Certification: The Contractor shall furnish a certificate and/or policies verifying that the above coverage is in effect before commencing any work, and that each policy is endorsed to give Owner thirty (30) days notice in writing in the event of cancellation or material changed therein. Certificates of Insurance shall state that the Owner, the Engineers, and their agents and employees, are named as additional insured on the Contractor's Automobile Liability and Comprehensive General Liability policies. In respect to Worker's Compensation, a Waiver of Subrogation shall be issued in favor of Owner and the Owner's Engineers, Architects, Surveyors, and their agents and employees.

## CONCRETE PIPE

DIAMETER	CLASS	PRICE PER FOOT (Includes gaskets & lubricant material)
12"	C-3	
15"	C-3	
18"	C-3	
21"	C-3	
24"	C-3	
27"	C-3	
30"	C-3	
36"	C-3	
42"	C-3	
48"	C-3	
54"	C-3	
60"	C-3	
66"	C-3	
72"	C-3	
84"	C-3	

SIZE	CLASS	PRICE PER FOOT (Includes gaskets & lubricant material)
18" x 11"	C-3 Arch	
22" x 13"	C-3 Arch	
29" x 18"	C-3 Arch	
36" x 23"	C-3 Arch	
44" x 27"	C-3 Arch	
51" x 31"	C-3 Arch	
58" x 36"	C-3 Arch	
65" x 40"	C-3 Arch	
73" x 45"	C-3 Arch	
88" x 54"	C-3 Arch	

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

**Representative** \_\_\_\_\_



# CONCRETE PIPE SLOPED END SECTIONS

ITEM	DIAMETER	CLASS	PRICE EACH
4:1 SLOPED END SECTIONS	12"	C-3	
4:1 SLOPED END SECTIONS	15"	C-3	
4:1 SLOPED END SECTIONS	18"	C-3	
4:1 SLOPED END SECTIONS	21"	C-3	
4:1 SLOPED END SECTIONS	24"	C-3	
4:1 SLOPED END SECTIONS	27"	C-3	
4:1 SLOPED END SECTIONS	30"	C-3	
4:1 SLOPED END SECTIONS	36"	C-3	
4:1 SLOPED END SECTIONS	42"	C-3	
4:1 SLOPED END SECTIONS	48"	C-3	
4:1 SLOPED END SECTIONS	54"	C-3	
4:1 SLOPED END SECTIONS	60"	C-3	
4:1 SLOPED END SECTIONS	66"	C-3	
4:1 SLOPED END SECTIONS	72"	C-3	
4:1 SLOPED END SECTIONS	84"	C-3	

ITEM	SIZE	CLASS	PRICE EACH
4:1 SLOPED END SECTIONS	18" x 11"	C-3 Arch	
4:1 SLOPED END SECTIONS	22" x 13"	C-3 Arch	
4:1 SLOPED END SECTIONS	29" x 18"	C-3 Arch	
4:1 SLOPED END SECTIONS	36" x 23"	C-3 Arch	
4:1 SLOPED END SECTIONS	44" x 27"	C-3 Arch	
4:1 SLOPED END SECTIONS	51" x 31"	C-3 Arch	
4:1 SLOPED END SECTIONS	58" x 36"	C-3 Arch	
4:1 SLOPED END SECTIONS	65" x 40"	C-3 Arch	
4:1 SLOPED END SECTIONS	73" x 45"	C-3 Arch	
4:1 SLOPED END SECTIONS	88" x 54"	C-3 Arch	

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

**Representative** \_\_\_\_\_

## FULLY BITUMINOUS – COATED CORRUGATED STEEL PIPE

ITEM	DIAMETER	GAUGE	PIPE PRICE PER FOOT	BAND PRICE PER FOOT
ROUND	12"	16		
ROUND	15"	16		
ROUND	18"	16		
ROUND	24"	16		
ROUND	12"	14		
ROUND	15"	14		
ROUND	18"	14		
ROUND	24"	14		
ROUND	30"	14		
ROUND	30"	12		
ROUND	36"	12		
ROUND	42"	12		
ROUND	48"	12		
ROUND	54"	12		
ROUND	60"	12		
ROUND	54"	10		
ROUND	60"	10		
ROUND	66"	10		
ROUND	72"	10		

Company \_\_\_\_\_

Representative \_\_\_\_\_

## FULLY BITUMINOUS – COATED CORRUGATED STEEL PIPE

ITEM	DIAMETER	GAUGE	PIPE PRICE PER FOOT	BAND PRICE PER FOOT
ARCHED	17" x 13"	16		
ARCHED	24" x 18"	16		
ARCHED	28" x 20"	16		
ARCHED	17" x 13"	14		
ARCHED	24" x 18"	14		
ARCHED	28" x 20"	14		
ARCHED	35" x 24"	14		
ARCHED	35" x 24"	12		
ARCHED	42" x 29"	12		
ARCHED	49" x 33"	12		
ARCHED	57" x 38"	12		
ARCHED	64" x 43"	12		
ARCHED	71" x 47"	12		
ARCHED	42" x 29"	10		
ARCHED	49" x 33"	10		
ARCHED	57" x 38"	10		
ARCHED	64" x 43"	10		
ARCHED	71" x 47"	10		
ARCHED	77" x 52"	10		
ARCHED	83" x 57"	10		

Company \_\_\_\_\_

Representative \_\_\_\_\_

**FULLY BITUMINOUS  
COATED CORRUGATED STEEL PIPE  
SLOPED END SECTIONS**

ITEM	SIZE	PRICE EACH
2:1 SLOPED END SECTIONS	12"	
2:1 SLOPED END SECTIONS	15"	
2:1 SLOPED END SECTIONS	18"	
2:1 SLOPED END SECTIONS	24"	
2:1 SLOPED END SECTIONS	30"	
2:1 SLOPED END SECTIONS	36"	
2:1 SLOPED END SECTIONS	42"	
2:1 SLOPED END SECTIONS	48"	
2:1 SLOPED END SECTIONS	54"	
2:1 SLOPED END SECTIONS	60"	
2:1 SLOPED END SECTIONS	66"	
2:1 SLOPED END SECTIONS	72"	

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

**Representative** \_\_\_\_\_

## ALUMINIZED CORRUGATED STEEL PIPE - TYPE II

ITEM	DIAMETER	GAUGE	PIPE PRICE PER FOOT	BAND PRICE PER FOOT
ROUND	12"	16		
ROUND	15"	16		
ROUND	18"	16		
ROUND	24"	16		
ROUND	12"	14		
ROUND	15"	14		
ROUND	18"	14		
ROUND	24"	14		
ROUND	30"	14		
ROUND	30"	12		
ROUND	36"	12		
ROUND	42"	12		
ROUND	48"	12		
ROUND	54"	12		
ROUND	60"	12		
ROUND	54"	10		
ROUND	60"	10		
ROUND	66"	10		
ROUND	72"	10		

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

**Representative** \_\_\_\_\_

## ALUMINIZED CORRUGATED STEEL PIPE - TYPE II

ITEM	DIAMETER	GAUGE	PIPE PRICE PER FOOT	BAND PRICE PER FOOT
ARCHED	17" x 13"	16		
ARCHED	24" x 18"	16		
ARCHED	28" x 20"	16		
ARCHED	17" x 13"	14		
ARCHED	24" x 18"	14		
ARCHED	28" x 20"	14		
ARCHED	35" x 24"	14		
ARCHED	35" x 24"	12		
ARCHED	42" x 29"	12		
ARCHED	49" x 33"	12		
ARCHED	57" x 38"	12		
ARCHED	64" x 43"	12		
ARCHED	71" x 47"	12		
ARCHED	42" x 29"	10		
ARCHED	49" x 33"	10		
ARCHED	57" x 38"	10		
ARCHED	64" x 43"	10		
ARCHED	71" x 47"	10		
ARCHED	77" x 52"	10		
ARCHED	83" x 57"	10		

Company \_\_\_\_\_

Representative \_\_\_\_\_

## ALUMINIZED CORRUGATED STEEL PIPE - TYPE II SLOPED END SECTIONS

ITEM	SIZE	PRICE EACH
2:1 SLOPED END SECTIONS	12"	
2:1 SLOPED END SECTIONS	15"	
2:1 SLOPED END SECTIONS	18"	
2:1 SLOPED END SECTIONS	24"	
2:1 SLOPED END SECTIONS	30"	
2:1 SLOPED END SECTIONS	36"	
2:1 SLOPED END SECTIONS	42"	
2:1 SLOPED END SECTIONS	48"	
2:1 SLOPED END SECTIONS	54"	
2:1 SLOPED END SECTIONS	60"	
2:1 SLOPED END SECTIONS	66"	
2:1 SLOPED END SECTIONS	72"	

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

**Representative** \_\_\_\_\_

**DOUBLE WALLED HDPE PIPE  
WITH BUILT-IN GASKETED BELL JOINT**

SIZE	PIPE PRICE PER FOOT
4"	
6"	
8"	
10"	
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
54"	
60"	

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

**Representative** \_\_\_\_\_



**CLASS II, DUAL WALL HDPE PERFORATED PIPE  
WITH SOCK AND BUILT-IN GASKETED BELL JOINT**

<b>SIZE</b>	<b>PRICE PER FOOT</b>
4"	
6"	
8"	
10"	
12"	
15"	
18"	
24"	
30"	
36"	
42"	
48"	
54"	
60"	

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

**Representative** \_\_\_\_\_

## DELIVERY POLICY & COST OF DELIVERY TO FOLEY, ALABAMA

(Provide information below or attach a separate sheet)

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

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

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

\_\_\_\_\_

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




## 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.

1.19 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.

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

# 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.

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

## 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.**