

## INVITATION TO BID

Sealed bids subject to the conditions contained herein, will be received by the City of Foley until 2:00 p.m. CST on Thursday, August 19, 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:

### **HORTICULTURE, FLORICULTURE, & LANDSCAPE MAINTENANCE SERVICES**

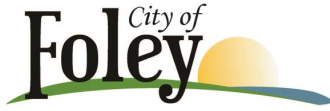
Requisition No. HORT-081921

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. The Bidder's Alabama State Contractor's License Number shall be on the outside of the envelope or bid will not be opened.** It shall be the sole responsibility of the bidder to assure receipt of the bid at the Foley City Hall prior to the published time for the bid opening.

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

Rachel Keith  
Project Manager  
City of Foley, Alabama



**BID FORM**

BIDS TO BE OPENED AT: **2:00 P.M.**  
DATE: **Thursday, August 19, 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 project per the attached quote within \_\_\_\_\_ days after receipt of notice to proceed. Any attachment hereto is made and becomes a part of this inquiry and must be signed by Bidder.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at fixed price or to refrain from bidding, or otherwise. I am not currently engaged in, nor will engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

THIS BID MUST BE NOTARIZED  
Sworn to and subscribed before me  
this the \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

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

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

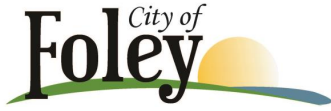
\_\_\_\_\_  
NOTARY PUBLIC

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

BIDS MADE OUT IN PENCIL WILL NOT  
BE ACCEPTED.

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

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



**BIDDER’S INFORMATION:**

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

**ADDENDUM ACKNOWLEDGEMENT:**

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

(List all addendums issued for this bid.)

No.	Date

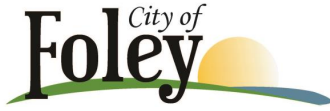
No.	Date

No.	Date

No.	Date

No.	Date

No.	Date



### MINIMUM BID SPECIFICATIONS

The City of Foley is soliciting bids from established landscaping firms to provide landscaping care and maintenance of the City's flower beds. Due to the estimated annual cost of this contract, landscaping firms will be required to have a current State of Alabama General Contractors License that includes the appropriate major classification that would be required for this work.

Generally, the selected company will be responsible for seasonal plant recommendations, bed and color design to include three (3) seasonal bed change outs that will take place approximately early September, early December and early April with the understanding that there may be a need to also perform some partial change out in the beds at a point between the April and September full change outs if necessary. Bed change outs shall be performed on a timely basis (4-5 working days).

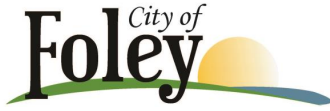
Contract shall include but not be limited to the following:

- Design
- Bed preparation
- Installation
- Maintenance
  - Soil & Amendments
  - Slow Release Fertilization
  - Maintenance
  - Fungicide/Insecticide Treatments
  - Weeding Beds
  - Remove litter
  - Straw / mulch beds
- Inspections
- Reporting

Maps are available for convenience purposes only. While they do show most bed locations, they do not have all beds displayed and cannot be used for take-off. Field take-off will be required to produce an accurate quote.

The City of Foley's flower beds consist of approximately eighty nine (89) color beds, gateway signs and pocket parks. The beds are located on Highway 59 beginning at Orchid and running south to Verbena, and, on Highway 98, beginning at Pine Street and running East to Chicago Street. In addition to this, there are five (5) color beds in front of Foley City Hall, eight (8) color beds at the clock tower and four (4) color beds on the south side of Orange Avenue, between Alston and Hwy 59. Additionally, there are two (2) large color beds at the entrance to the Foley Event Center. An aerial view of the flower beds is included in this bid packet for your review.

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, Contractor's License No., Contractor'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 total project bid is \$50,000 or greater, a General Contractor's License shall be required. All bidders bidding in amounts exceeding that established by the State Licensing Board for General Contractors must be licensed under the provisions of Title 34, Chapter 8, Code of Alabama, 1975, and must have the required major classification per Section 230-X-1-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code. Contractor shall provide evidence of such by including a copy of his or her current license in the sealed envelope in which the proposal is delivered. The bidder shall also show such evidence by clearly displaying his or her **current license number** on the outside of the sealed envelope in which the proposal is delivered or bid packet will not be opened.

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

Prior to beginning work, Contractor shall obtain the 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**

All products and methods used shall follow sound horticultural practices. All products and materials used shall be submitted to the City Horticulturist for approval prior to use.

#### **1. Fertilizer**

Osmocote Pro or approved equal

#### **2. Pre-Emergent Herbicide**

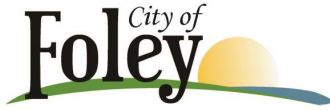
Barrier, snapshot or approved equal.

#### **3. Bed Design and Installation**

Contractor shall be responsible for everything in the bed, including soil and permanent shrubs/hedges.

A design of all flower bed areas shall be submitted for City approval prior to installation. All flowers shall be provided by the City of Foley.

Adequate soil should be installed and maintained so that all flower beds be mounded 6" to 8" to provide positive drainage.



Upon each change out, all old or existing material should be removed and disposed of off-site.

**4. Post Emergent Herbicide**

A non-selective herbicide such as Round-Up or approved equal.

**5. Mulching / Pinestraw**

A minimum of 3" to 4" of mulch shall be applied at each change out or as needed in the event of excessive rainfall or as requested by the City Horticulturist (three minimum change outs). The City will reimburse for any extra mulching done in excess of the three change outs. Existing permanent shrubbery in the beds receive pine straw upon each change out unless discussed otherwise all newly installed flowers receive pine bark mini nuggets.

**6. Weeding**

All beds should be maintained weed free.

**7. Pruning**

Existing permanent hedges shall be selectively hand pruned a minimum of eight times per year or as needed to provide a clean, manicured appearance. All debris shall be removed and disposed of off-site at contractor's expense.

Bedding plant material shall be tipped, dead headed or pruned as required per plant species.

**8. Litter Control**

All beds should be maintained litter free. Contractor shall monitor on a bi-weekly basis at a minimum. All resulting collected debris shall be discarded off-site at contractor's expense.

**9. Watering**

Watering shall be the responsibility of the City. Contractor is required to coordinate with the City when installing new plant materials that require watering.

**10. Soil Testing**

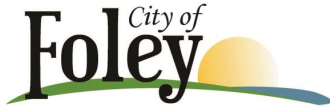
Soil Testing is considered an optional expense. A separate proposal will be accepted if the testing becomes necessary and submittal of a subsequent proposal to apply the necessary materials as recommended by the soil report.

**11. Insect and Disease Control**

Provide best management practices for insect and disease control.

**12. Weekly Inspections**

The contractor shall perform weekly inspections and notify the City of its findings that require additional attention.



### **13. Monthly Reports**

The contractor shall prepare and submit an annual schedule with this bid packet with monthly tasks assigned. Should a monthly task not be completed (i.e. mulching), payments shall be withheld until the task is completed. Good communication between the contractor and the City's agent is crucial in the successful management of the contract(s). Please notify the City's agent of pending delays and an estimate of when the task(s) shall be completed.

### **14. Change Orders**

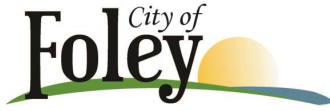
No deviations, changes, increases, or decreases in the contract prices for the work are permitted or allowed. Additional services to be performed by the Company, or reduced services to be performed by the Company, may be the subject of a change order, but only if in writing and signed by the City. Any extra work done by the Company without prior and proper written authorization will be considered unauthorized and will be at the sole expense of the Company and will not be paid for.

### **15. Insurance**

The awarded company shall obtain, at its own expense, from insurance companies licensed in Alabama, and shall keep in force during the life of this Contract the insurance coverage as required below:

- A. Workers Compensation. In the amounts required by Alabama law. If the Company is not required under Alabama law to carry Workers Compensation then the City requires that they obtain Employer's Liability Insurance.
  - Bodily Injury by Accident: \$500,000 each occurrence
  - Bodily Injury by Disease: \$500,000 each occurrence
  - Policy Limit by Disease: \$500,000 each occurrence
- B. Comprehensive General Liability.
  - Bodily Injury: \$2,000,000 each occurrence
  - Property Damage: \$2,000,000 each occurrence
- C. Comprehensive Automobile Liability:
  - Bodily Injury: \$500,000 per person
  - Property Damage: \$1,000,000 per occurrence

**The Company shall deliver to the City certified copies showing the City as an additional insured on Companies General Liability policy.** All such policies shall contain a waiver of subrogation rights against the City by the insurers. Before commencing any of the work, the Company shall file with the City valid certificates of insurance specified herein showing the type, amount, class of operations covered, effective dates, and date of expiration of policies. Such certificates shall include a statement guaranteeing that they will not be canceled or altered, except after 30 days written notice has been received by the City. Failure to notify the appropriate city official of any changes in Insurance may result in termination of this agreement. Nothing contained in these insurance requirements shall be interpreted as limiting the extent of the Company's responsibility and/or legal liability for payment of damages resulting from his operations under this Contract.



**16. Indemnity**

The Company hereby agrees to hold harmless, indemnify and defend the City, the City’s agents, and the City’s employees while acting within the scope of their duties from and against any and all liability, claims, damages, expenses and cost of defense arising out of the Company’s actions hereunder or the Company’s performance of the Work. The

Company shall save harmless and indemnify the City and all its employees, agents, and representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of performing any work in connection with this Work, or of any neglect in safeguarding the Work, or of any delay in completing the Work or of the use of any unacceptable or defective materials, or of any other act or omission either similar or dissimilar to the above enumerated acts, by said Company or his agent by which any person or property is injured through the fault of the said Company or his agents.

**17. Subletting or Assigning Contract**

The Company shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, its right, title, or interest therein or its power to execute such Contract, to any person, firm, or corporation without written consent of the City, which consent may be withheld in City’s sole discretion.

**18. Notices**

Any notice required under this contract to be delivered to the other party shall be in writing and shall be delivered as follows:

To City: U.S. Postal Service  
City of Foley  
Attn: Purchasing Agent  
P.O. Box 1750  
Foley, AL 36536

To Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Necessary Qualifications Include**

- Have thorough technical knowledge of the best maintenance practices for the green industry as needed for each area of the site project.
- Have adequate staff to respond quickly to tasks and attend to on-site needs in a timely manner.
- Have adequate equipment and operators to fulfill maintenance obligations and to provide timely replacement of such due to unforeseen failure(s).





- Have considerable experience in servicing projects of like size, stature and cost (Use the *REFERENCES* form on page 12 to provide details).
- Be registered and keep valid all licenses, permits and certifications as required by the State of Alabama. Provide a copy of your current State of Alabama General Contractors License and a valid registered Pest Control License.
- On-staff, local Floriculturist/Horticulturist qualified to prepare color coordination and bed designs.
- Willingness to work with the City's Horticulture Team on plant stock recommendations, change out schedules, and seasonal colors to coordinate with seasonal decorations.
- RFP's should exclude the cost of plant stock. The City of Foley will be growing and supplying all plants.
- At various times, special projects will be required. Contractor shall provide a specified hourly labor cost. Contractor will be reimbursed for cost of material if not provided by the City.
- Must hold active City of Foley business license.
- The contractor accepts total responsibility for the replacement of materials, whether owned by the City or others, which the City judges to have been damaged or killed as a result of poor industry practices or knowledge.

### **Contract Term**

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

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

### **Cancellation**

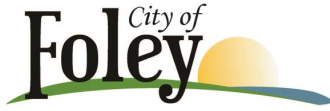
The City may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor a thirty (30) day written notice. Upon such cancellation, the contractor shall immediately cease services. Cancellation shall not release the contractor from legal remedies available to the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

### **Payment Terms**

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

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

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



**Additional Information**

Questions regarding this project should be e-mailed to Rachel Keith at rkeith@cityoffoley.org. All questions and answers will be provided to participating contractors.

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

Section 39-3-5, Code of Alabama, requires that preference be given to Alabama resident contractors when awarding certain public works contracts to the same extent as required by the laws of a non-resident bidder's home state: "In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

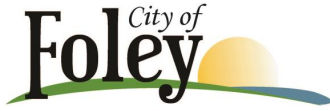
**Instructions to Bidders**

To be eligible for consideration, bid must be submitted on complete original forms found in the Invitation to Bid package. **The entire bid packet and all executed bid forms must be submitted in a sealed envelope, clearly marked, identifying the bid and the date of the bid opening.** It shall be the sole responsibility of the bidder to assure receipt of the bid at the Foley City Hall prior to the published time for the bid opening.

Bids should be sent to one of the following addresses:

U.S. Postal Service  
City of Foley  
Attn: Purchasing Agent  
P.O. Box 1750  
Foley, AL 36535

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



## HORTICULTURE, FLORICULTURE, & LANDSCAPE MAINTENANCE SERVICES

Requisition No. HORT-081921

### PRICE SHEET

Item Description	Monthly Cost
Monthly cost to prep, install, and maintain flower beds located throughout the downtown area and gateways.  (All-inclusive Price)	\$ _____
Price per square foot if additional flower beds (bed prep to be included) are added to the scope of work	\$ _____

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

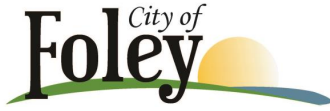
**Submitted By:** \_\_\_\_\_

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

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

\_\_\_\_\_

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



### **REFERENCES**

Provide references for landscaping accounts similar in size and nature as those listed in this bid. Attach photographs of your premier projects, and give a brief description of your responsibilities in those areas.

#### **REFERENCE 1:**

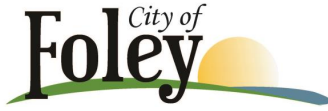
Name of Client/Company:	
Contact Person:	
Address:	
Phone:	Email:
List contracted responsibilities:	

#### **REFERENCE 2:**

Name of Client/Company:	
Contact Person:	
Address:	
Phone:	Email:
List contracted responsibilities:	

#### **REFERENCE 3:**

Name of Client/Company:	
Contact Person:	
Address:	
Phone:	Email:
List contracted responsibilities:	



## GENERAL CONDITIONS

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

1.0 Intent of Specifications:

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

1.01 Legal Requirements:

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

1.02 Sealed Bids:

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

1.03 Exceptions to Specifications:

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

1.04 Discounts:

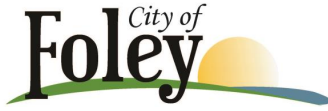
Terms offering a discount for prompt payment will be considered in determining the low bid. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the product or service judged acceptable to the City of Foley or (2) a correct invoice and other required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

1.05 Approved Equivalents or Equals:

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

1.06 Bid Withdrawals:

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



opened.

1.07 Rejection of Bids:

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

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

1.08 Delivery:

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

1.09 Taxes:

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

1.10 Licenses, Registration and Certificates:

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

1.11 Permits and Taxes:

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

1.12 Compliance with Federally Funded Programs:

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

1.13 Proof of Liability & Worker's Comp Insurance:

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

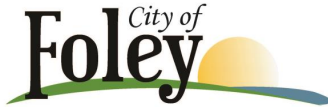
1.14 Background Check:

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

1.15 Disqualification:

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

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



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

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

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

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

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

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

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

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