WILLIAM A. BELL, SR.
MAYOR

CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

P-100 CITY HALL
710 NORTH 20TH STREET
BIRMINGHAM, ALABAMA 35203-2227

TELEPHONE (205) 254-2265
FAX (205) 254-2484

J. THOMAS BARNETT. JR.
FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

August 10, 2016

INVITATION TO BID #16-44

Sealed bids for concrete pipe for a period of one (1) year, with month to month extensions thereafter upon mutual agreement of both parties, for the City of Birmingham, will be received by the Purchasing Agent, P-100 First Floor City Hall, Birmingham, Alabama, until 2:00 p.m., August 31, 2016, at which time and place they will be publicly opened and read.

All quotations are to be on a unit price basis f.o.b. plant. The quantities set forth in the specifications are approximate. Award will be made on a **total lot** basis.

Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at www.birminghamal.gov (go to link titled **Bidding Opportunities)**, or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265, fax (205) 254-2484 and requesting a copy be mailed to you. Any addenda will be available on the internet. Bidder is responsible for checking the website for addenda until bid opening date. Addenda will be mailed to only those vendors who were provided a copy in person or by mail.

A certified check, a cashier's check, a money order or an acceptable bid bond, in the name of the bidder and made payable to the City of Birmingham in the amount of $500.00 must accompany bid. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion, or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

The City reserves the right to reject any or all bids submitted in whole or part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked, **"SEALED BID – CONCRETE PIPE - 2:00 P.M., 08/31/16"**. Bids may be hand delivered to Room P-100 First Floor City Hall, Birmingham, Alabama, or mailed to City of Birmingham, P.O. Box 11295, Birmingham, Alabama 35202-1295. **(DO NOT MAIL BIDS TO ROOM P-100 FIRST FLOOR CITY HALL)**. However, bids sent by any express carrier (Federal Express, UPS, DHL, etc.) must be mailed to 710 North 20th Street, and specify delivery to P-100 First Floor City Hall.

It is the bidder's responsibility to make sure that his bid is in the possession of the Purchasing Agent on or before 2:00 p.m., August 31, 2016. Bids received after this time will not be considered.

W. E. Caffee, Asst. Purchasing Agent

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B.N. 08/17/16

SPECIFICATIONS FOR CONCRETE PIPE

GENERAL

The City of Birmingham is seeking bids for an annual contract for the supply of concrete pipe. The basis of the bid shall consist of any and all concrete pipe which the City may require. The City intends to award to the lowest priced, responsive, responsible bidder on a **total lot** basis.

The proposed contract shall extend for a minimum time frame of one (1) year with a month to month extension thereafter, upon mutual agreement of both parties. This extension phase is not to exceed twenty-four (24) months. During the extension phase of the contract should any product bid have a manufacturer's price increase which applies across the board to all sales of the product, the City shall allow the bidder to increase the bid price by the exact dollar amount of the manufacturer's price increase. Bidder must provide the City printed documentation from the manufacturer of any such price increase at least thirty (30) days prior to implementing any increase in price. No increase in price shall be allowed during the first twelve (12) months of the contract. Prior to the end of the initial contract term or during any extension phase of this contract, the successful bidder(s) shall give the City and advanced thirty (30) days written notice of their intent not to extend the contract on a month to month basis. Should any product herein experience a manufacturer's price reduction during the contract period, the City is to receive the benefit of such reduction(s).

Municipalities are not liable for sales tax: reference Code of Alabama Section 40-23-4. Costs normally considered pass through costs (property tax, use tax, delivery charge, etc.) to the customer by the provider must be included in any fee proposed (Code of Alabama Section 40-12-222). For the purchase of personal property, the City's policy is to apply a local preference option, as allowed by State of Alabama Code, Section 41-16-50, in determining the low bidder.

Bidders are required to provide an original and two (2) copies of the bid.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

Contract award to purchase the materials covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

Successful bidder shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

The contract shall become effective from the date noted in the Notification of Award letter which will be mailed to the successful bidder.

The City's standard payment term is Net-30 Days from acceptance. Exception may be allowed for discounted early payment, such as 2%-10, Net 30 Days. The reference date for all such discounted early payment terms will be the date the invoice is received or the date the goods are received, whichever is later. In the event of a dispute the City's record shall prevail. **The City will not consider any bids requiring C.O.D. payments.**

Bids may be solicited for products included in this contract where immediate/emergency need exists, including large quantities. The decision of the Purchasing Agent as to what constitute a biddable situation shall be final and shall not be construed as a breach of contract.

The City reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City determines that the product being supplied is failing to perform satisfactorily.

Any questions concerning these specifications should be addressed the Purchasing Division, Attn: Aisha Johnson, phone (205) 254-2265, fax (205) 254-2484, between the hours of 8:00 a.m. and 5:00 p.m. CDT, Monday through Friday.

The quantities on the bid form are for evaluation purposes only. Pipe shall be ordered as requirements dictate. The City reserves the right to purchase more or less than this quantity as conditions require, and no bidder shall attempt to hold the quantities shown as a firm quantity under this contract.

All reinforced concrete pipe shall comply with A.S.T.M. Standard Specifications for concrete pipe Serial Designation C76-68 Class III.

All reinforced concrete arch pipe shall comply with A.S.T.M. Standard Specifications for concrete arch pipe Serial Designation C-506-68 Class III.

All prices quoted shall include testing and stamping by a testing laboratory approved by the City Engineer.

Pipe will be ordered by the City in quantities as needed and picked up by the City.

No bid will be considered unless the bidder has facilities so that all pickups can be within Jefferson County or any county contiguous to Jefferson County.

Failure to adhere to any or all terms, conditions, and specifications as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a "non-responsible vendor". This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

All items furnished by the vendor are to be new and unused.

The City will issue purchase order(s) to the successful bidder for the goods and/or services (bid items) that are the subject of the bid. Unless otherwise agreed in writing that is signed by both parties, the entire agreement between the City and the successful bidder concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) the contemplated purchase order(s), (b) this Invitation to Bid and Specifications and (c) your bid (collectively, the "Contract Requirements"). These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of vendor's goods and/or services. By acceptance of the City's purchase order(s), the successful vendor agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

A certified check, a cashier's check, a money order or an acceptable bid bond, in the name of the bidder and made payable to the City of Birmingham in the amount of $500.00 must accompany bid. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and rules and regulations of the authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from the successful bidder.

The City of Birmingham must have a copy of the successful bidder's current City of Birmingham business license prior to formal award of contract. Each bidder may submit a copy of his/her license along with his/her bid. However, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked.

Any successful bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

Successful Vendor (located in the State of Alabama or located outside of the State of Alabama, but employs one or more employees within the State of Alabama)represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien", as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H.B.56) of the Alabama Legislature, as amended from time to time (the "Act") and that, during the performance of this contract, Vendor shall participate in the E-Verify program as required under the term of the Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract/agreement and shall be responsible for all damages resulting therefrom.

BID FORM

W. E. Caffee
Assistant Purchasing Agent
Birmingham, Alabama

Submitted below is my firm bid for the City of Birmingham's annual requirements of concrete pipe for a period of one (1) year and month to month thereafter in accordance with your invitation to bid and specifications dated August 10, 2016. Price quoted is f.o.b. plant, and pipe on which I am bidding is in accordance with specifications except as listed below:

APPROX QTY	ITEM	PRICE PER LF FOB PLANT	TOTAL
500 LF	15" Reinforced Concrete Pipe Class III		
1,000 LF	18" Reinforced Concrete Pipe Class III		
1,000 LF	24" Reinforced Concrete Pipe Class III		
1,000 LF	30" Reinforced Concrete Pipe Class III		
1,000 LF	36" Reinforced Concrete Pipe Class III		
500 LF	42" Reinforced Concrete Pipe Class III		
500 LF	48" Reinforced Concrete Pipe Class III		
500 LF	54" Reinforced Concrete Pipe Class III		
500 LF	60" Reinforced Concrete Pipe Class III		
300 LF	15" Reinforced Concrete Arch Pipe		
500 LF	18" Reinforced Concrete Arch Pipe		
500 LF	24" Reinforced Concrete Arch Pipe		
500 LF	30" Reinforced Concrete Arch Pipe		
500 LF	36" Reinforced Concrete Arch Pipe		
500 LF	42" Reinforced Concrete Arch Pipe		
500 LF	48" Reinforced Concrete Arch Pipe		
500 LF	54" Reinforced Concrete Arch Pipe		
500 LF	60" Reinforced Concrete Arch Pipe		
		GRAND TOTAL	**$**

Pickup Site Address:

_____

_____

_____

NOTE: Any bid submitted must be accompanied by a bid bond, certified check or cashier's check in the amount of $500.00 to be considered eligible for award.

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origins, and acknowledge and agree that the City encourages minority and women-owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

EXCEPTIONS TO SPECIFICATION: (use extra pages if necessary)

_____

_____

_____

_____

_____

Bidder acknowledges receipt of _____ addenda. **This page must be returned with bid.**
(addenda numbers)

_____
Date of Bid

_____
Name (Print legibly or Type)

_____
Company

_____
Title

_____
Street Address

_____
Signature

_____
City State Zip

_____
Tax ID Number

_____
Post Office Box (Zip if different from street address)

_____
E-Mail Address

_____
City State Zip

_____
Telephone Number

_____
Terms of Payment

_____
Fax Number

_____
Delivery Date

_____
Website

IF AVAILABLE PLEASE SUBMIT COPY OF CURRENT CITY OF BIRMINGHAM BUSINESS LICENSE WITH THIS BID.

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

1. **BID AWARD NOTICE ADDRESS**
2. **PURCHASE ORDER ADDRESS**
3. **REMITTANCE ADDRESS (and NAME if different than above)**