



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

November 6, 2014

J. THOMAS BARNETT, JR.  
FINANCE DIRECTOR

RON NICKEL  
PURCHASING AGENT

WILLIAM E. CAFFEE  
ASSISTANT PURCHASING AGENT

### INVITATION TO BID #14-40

Sealed bids for playground safety surface for the City of Birmingham for a period of one (1) year with month to month extensions thereafter upon mutual consent of both parties, will be received by the Purchasing Agent, P-100 First Floor City Hall, Birmingham, Alabama until 2:00 p.m., December 10, 2014, at which time and place they will be publicly opened and read.

Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at [www.birminghamal.gov](http://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 the bid opening date. Addenda will be mailed to only those vendors who were provided a copy in person or by mail.

All bids are to be submitted on the bid form provided and all bids are to be f.o.b. Birmingham, Alabama delivered.

**It is required for any contract exceeding \$10,000.00 that the bidder submits with his bid a certified check, a cashier's check, or a bid bond payable to the City of Birmingham. In order for any bid award to be considered that exceeds \$10,000.00, your bid must be accompanied by an acceptable bid bond or check in the amount of \$500.00. 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 check shall be forfeited.**

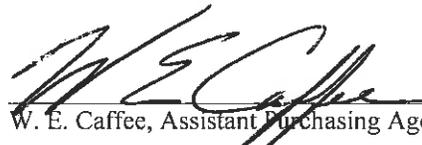
The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy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

Bids must be submitted in a sealed envelope marked, "**Playground Safety Surface - 2:00 P.M., 12/10/14.**" 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 1ST FLOOR CITY HALL**). However, bids sent by any express carrier (i.e. Federal Express, UPS, Airborne, etc.) must be shipped to 710 North 20th Street, and specify delivery to Room P-100, 1st 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., December 10, 2014. Bids received after this time will not be considered.

  
W. E. Caffee, Assistant Purchasing Agent

cl  
Attachment  
BN 11/12/14

## SPECIFICATIONS FOR THE SUPPLY OF PLAYGROUND SAFETY SURFACE

### GENERAL:

The City of Birmingham is seeking bids for an annual contract for the supply of playground safety surface. This contract will consist of any and all playground safety surface the City may require. The City intends to award to the lowest priced, responsive, responsible bidder on a group 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 to the City printed documentation from the manufacturer of any such price increase at least (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. During the extension phase of the contract, the successful bidder shall give the City an advanced thirty (30) days written notice if he wishes to terminate the extension period.

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.

Any quantities or amounts used in this bid are estimates to be used for evaluation purposes only. The quantities listed are approximate and are not guaranteed to be a minimum or maximum as to the City's actual usage during the term of the contract. The City will order product on an as needed basis during the term of the contract. 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.

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 a 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.

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

Each bidder must submit with his/her bid either a certified check, a cashier's check, or a bid bond payable to the City of Birmingham in an amount of \$500.00. In order for a bid to be considered, it must be accompanied by an acceptable bid bond or check. 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 check shall be forfeited.

## GENERAL cont'd

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.

All bids submitted are to be F.O.B., City of Birmingham, Alabama, delivered.

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.

Any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered for award.

Any bid that stipulates a reversal of freight charges if a minimum quantity or purchase order amount is not ordered, will be determined a non-responsive bid and will not be considered for award.

The City's standard payment terms are net 30 days from acceptance. Exception may be allowed for discounted early payment, such as 2% 10 net 30 days. The City will not consider any bids requiring C.O.D. payments.

Any questions concerning these specifications should be addressed to the Purchasing Division, phone: (205) 254-2265, fax: (205) 254-2484, between the hours of 8:00 a.m. and 4:00 p.m. CST, Monday through Friday.

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

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.

Any bid submitted must be accompanied by catalogs, brochures and/or specification sheets which will adequately demonstrate the item(s) being bid meet or exceed the given specification.

The City may require samples of any product before an award is made. Any sample(s) requested must be made available to the City within seventy-two (72) hours of request or as otherwise stated in the bid specification. Failure to provide the sample(s) within this time frame may result in the rejection of the product(s) from award consideration.

**Vendor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the services contemplated hereunder. Failure by the bidder 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.**

**Vendor acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.**

**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.**

**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.**

**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.**

**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.**

**SPECIFICATIONS:**

**ENGINEERED WOOD SURFACING**

<b>COMPOSITION:</b>	Material used to manufacture the product consists of recently harvested North American hardwoods such as Oak, Maple, Ash, Poplar, Hickory, Beech, Birch, Eucalyptus, and Locust. In certain locations, the product may consist of recently harvested North American coniferous woods. All woods have been debarked and are free of soil, leaves, and twig material and other contaminants which hasten decomposition. No chemical treatment or additives are present.  Positively no recycled wood from pallets or waste is used. Recycled wood could result in poor surface stability, and it could be contaminated with chemicals that might be harmful to our children.
<b>TEST STANDARDS:</b>	The product shall have been tested to meet the impact criteria ASTM F 1292-95 Impact Attenuation of Surface Systems Under and Around Playground Equipment.  The product shall have been tested to meet the accessibility criteria of ASTM PS 83-97 Provisional Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

Sieve Size	Percent Passing Through Sieve		Cumulative Passing by Weight in %
	Min.	Max.	
3/4 in.	99	100	100
3/8 in.	85	100	95
No. 16	0	15	3

The product shall have been tested using ASTM C 136-95A and will meet the following sieve analysis results:

**DIMENSIONS:** The product shall be randomly sized, approximately ten (10) times longer than wide.

Ninety-eight percent (98%) of product dimensions shall not exceed 4.00 centimeters in length, 1.30 centimeters in width and 3.25 centimeters in depth.

**PERMEABILITY:** Coefficient of permeability is greater than 0.6 cm/sec ASTM D 2434.

Moisture absorption of the product shall be no greater than one hundred fifty percent (150%) by weight.

The product shall be Woodcarpet as manufactured by Zeager Bros., Inc. or equal or better and as specified in this document. Any bid submitted is to be accompanied by catalogs, brochures and/or specification sheets which will adequately describe the product being bid and that it meets or exceeds the given specifications.

The product shall meet or exceed the playground surfacing guidelines of the U.S. Consumer Product Safety Commission (using ASTM F355-86 Impact Attenuation Test) for a period of ten (10) years from the certified date of installation. Any bid submitted must provide with the bid a warranty statement to verify this requirement.

Any bid submitted must provide documentation that the product bid has been tested by an independent test facility and meets or exceeds the test standards referenced earlier in this document.

For any quantity that might fall between the established incremental quantities, the unit price for the lower of the two quantities shall be the unit price that applies. **Example: the unit price for 425 cubic yards will be the unit price for 400 cubic yards, etc.**

## SPECIFICATIONS:

### RECYCLED SHREDDED RUBBER SURFACING

#### General

Impact attenuation – ASTM F1292-04: When installed to a compacted depth of 6 in., recycled shredded rubber will, when tested according to ASTM F1292-04, have a critical height (i.e. G-max less than 200, HIC less than 1000) of 12 ft. minimum.

Flammability of finished floor cover – ASTM D2859: recycled shredded rubber must pass the ASTM D2859 flammability test.

IPEMA certified: Manufacturer must provide proof of certification.

#### Material Data

Recycled shredded rubber: a rubber manufactured product manufactured from ground recycled tire rubber with loose fiber removed and free of foreign materials. It is comprised of a mixture of crumb rubber and rubber buffings to aid in compaction.

Composition: 100% ground recycled tire rubber from whole passenger and/or truck tires with loose fiber removed and free of foreign materials. Rubber is considered a non-hazardous filled hydrocarbon polymer that is non-toxic, non-metallic and principally a carbon-based organic material.

Free metal content: <.01% (wire free) ASTM 5603

Maximum loose fiber content: <.01% by weight.

Colorant: <.75% by weight.

Dimensions: Mixture: 50% 3/8+” crumb rubber and 50% +4 buffings.

98% of crumb rubber dimensions: 3/8+” by 3/8+” cubed rubber nugget.

98% of +4 buffing dimensions: 7.62 cm long, 1.59 cm wide, .32 cm deep.

Gradation of % weight retained of crumb rubber: 10% maximum @ 80 mesh sieve, 15% maximum @ 40 mesh service. ASTM D5644

Properties: Moisture absorption: 0% maximum by weight.

Moisture content: <1% by weight. ASTM 1509

Density: 26-28 pounds per cubic foot

Flammability: (.001 inches per second) Meets criteria. ASTM 16 CFR 1500.44

Acute toxicity of colorant: (>5000/kg (rat)) Meets criteria. Oral LD50 Test.

Toxicity: Product must prove to be non-toxic and may not produce toxic leachate. Bidder to provide toxicity data.

#### Warranty

Warranted against total color loss for eight (8) years from the purchase date.

## BID FORM

William E. Caffee  
Assistant Purchasing Agent  
Birmingham, Alabama

Submitted below is my firm bid for Woodcarpet Playground Safety Surface for a period of one (1) year and month to month thereafter, in accordance with your invitation to bid and specifications dated November 6, 2014. Prices quoted are f.o.b. Birmingham, AL delivered and I am bidding in accordance with specifications except as listed below.

<b>Group 1</b>				
<b>ENGINEERED WOOD SURFACING</b>				
QTY	DESCRIPTION	MANUFACTURER / PRODUCT	PRICE / CU. YD.	TOTAL PRICE
100	Cu. Yds. Woodcarpet		\$	\$
150	Cu. Yds. Woodcarpet		\$	\$
200	Cu. Yds. Woodcarpet		\$	\$
250	Cu. Yds. Woodcarpet		\$	\$
300	Cu. Yds. Woodcarpet		\$	\$
350	Cu. Yds. Woodcarpet		\$	\$
400	Cu. Yds. Woodcarpet		\$	\$
450	Cu. Yds. Woodcarpet		\$	\$
500	Cu. Yds. Woodcarpet		\$	\$
550	Cu. Yds. Woodcarpet		\$	\$
600	Cu. Yds. Woodcarpet		\$	\$
650	Cu. Yds. Woodcarpet		\$	\$
700	Cu. Yds. Woodcarpet		\$	\$
750	Cu. Yds. Woodcarpet		\$	\$
800	Cu. Yds. Woodcarpet		\$	\$
850	Cu. Yds. Woodcarpet		\$	\$
900	Cu. Yds. Woodcarpet		\$	\$
950	Cu. Yds. Woodcarpet		\$	\$
1000	Cu. Yds. Woodcarpet		\$	\$

**Group 2**

**RECYCLED SHREDDED RUBBER SURFACING**

QTY	DESCRIPTION	MANUFACTURER / PRODUCT	PRICE / CU. YD.	TOTAL PRICE
100	Cu. Yds. rubber surfacing		\$	\$
150	Cu. Yds. rubber surfacing		\$	\$
200	Cu. Yds. rubber surfacing		\$	\$
250	Cu. Yds. rubber surfacing		\$	\$
300	Cu. Yds. rubber surfacing		\$	\$
350	Cu. Yds. rubber surfacing		\$	\$
400	Cu. Yds. rubber surfacing		\$	\$
450	Cu. Yds. rubber surfacing		\$	\$
500	Cu. Yds. rubber surfacing		\$	\$
550	Cu. Yds. rubber surfacing		\$	\$
600	Cu. Yds. rubber surfacing		\$	\$
650	Cu. Yds. rubber surfacing		\$	\$
700	Cu. Yds. rubber surfacing		\$	\$
750	Cu. Yds. rubber surfacing		\$	\$
800	Cu. Yds. rubber surfacing		\$	\$
850	Cu. Yds. rubber surfacing		\$	\$
900	Cu. Yds. rubber surfacing		\$	\$
950	Cu. Yds. rubber surfacing		\$	\$
1000	Cu. Yds. rubber surfacing		\$	\$

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 SPECIFICATIONS: (use extra pages if necessary)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder acknowledges receipt of \_\_\_\_\_ addenda  
(addenda numbers)

**This page must be returned with bid.**

\_\_\_\_\_  
Date of Bid

\_\_\_\_\_  
Name (Print legibly or Type)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Tax ID Number

\_\_\_\_\_  
Post Office Box

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Terms of Payment

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Delivery Date

**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)**