



WILLIAM A. BELL, SR.
MAYOR

CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

P-100 CITY HALL
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RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

June 5, 2015

INVITATION TO BID # 15-50

Sealed bids for traffic paint for the City of Birmingham for one (1) year and month to month extensions thereafter, will be received by the Purchasing Agent, P-100 First Floor City Hall, Birmingham, Alabama until 2:00 p.m., July 13, 2015 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 (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.

Bids are to be submitted on the bid form provided and all quotations 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 the amount of \$500.00. 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. 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.

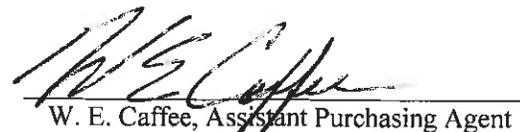
The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion, or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy 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No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.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 – TRAFFIC PAINT – 2:00 P.M., 07/13/15**". 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 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., July 13, 2015. Bids received after this time will not be considered.


W. E. Caffee, Assistant Purchasing Agent

a.m.
B.N. 06/12/15

**SPECIFICATIONS FOR THE SUPPLY OF TRAFFIC
PAINTS FOR THE CITY OF BIRMINGHAM**

GENERAL:

The City of Birmingham is seeking bids for the supply of water borne high build traffic paints packaged as described within this contract. This contract will consist of all water borne high build quick drying traffic paint the City may require during the life of the contract. The City intends to award to the lowest priced, responsive, responsible bidder on a total lot basis. Contract will consist of both yellow and white center line paint packaged in two hundred-seventy five (275) gallon intermediate bulk containers (IBC). **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.**

The proposed contract shall extend for a minimum time frame of one (1) year, with a month-to-month extension thereafter, at the prices originally bid, upon mutual agreement of both parties. This extension phase is not to exceed twenty-four (24) months. Prior to the end of the initial contract year or during any extension phase of this contract, the successful bidder(s) shall give the City an advanced thirty (30) days written notice if they wish to terminate the contract. 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 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. Should any product herein experience a manufacturer's price reduction during the contracted period, the City is to receive the benefit of such reduction.

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

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.

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.

Each bidder is to extend prices and provide a total for the bid being submitted. In order for any bid award to be considered that exceeds \$10,000.00 your bid must have been accompanied by an acceptable bid bond, certified check or cashier's 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.

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

The contract shall become effective from the dated noted in the Notification of Award letter which will be mailed to the successful vendor(s).

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.

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.

The City may require samples of any product before an award is made. Any samples requested must be made available to the City within seventy-two (72) hours of request. Failure to provide the samples within this time frame may result in the rejection of the products from award consideration. Said samples will be a factor in evaluation of bids.

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 records shall prevail. **The City will not consider any bids requiring C.O.D. payments.**

All bid prices submitted are to be **F.O.B. City of Birmingham, Central Stores Warehouse, 431 6th Ave. South, Birmingham, AL 35205.**

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 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.

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.

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.

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.

Any questions concerning these specifications should be addressed to Phillip Hyche, at 431 6th Avenue South, Central Stores, 254-6510, between the hours of 7:00 a.m. and 3:00 p.m. Monday through Friday.

GENERAL PAINT SPECIFICATIONS:

The quantities on the bid form are estimated annual usages **for evaluation purposes only**. Merchandise shall be ordered as requirements dictate. The City does not guarantee any specific quantity or dollar value of goods and/or services to be purchased during the life of the contract. The City shall be allowed to order at any time, in any quantity during the life of this contract.

All paints are to be of a lead-free type. The City will reject any bid for any paint containing lead.

All paints are to be water borne based. No solvent based paints will be considered.

The City's intent is to place orders for complete truck-load shipments of paint when orders are placed. Vendor will be responsible for all freight charges for purchase orders for complete truck loads. For purchase order amounts less than a truck load, freight is to be prepaid and added to invoice.

The City has limited storage facilities so timely delivery is important. All orders placed by the City should be delivered to the specified location within thirty (30) days of placement of the order.

Consistent failure by a successful vendor to meet the stated maximum delivery times will constitute grounds for the termination of the awarded items of the contract and the declaration of the vendor as 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.

In the case of shipping damages, the City shall reject any damaged containers to the manufacturer for disposition. Under no circumstances shall the City accept responsibility for the disposal of such materials.

Only paints produced and packaged in the U.S.A. shall be eligible for consideration. Vendor shall state plant location of each product bid.

Any bid submitted must be accompanied by catalogs, brochures, and or specification sheets which will adequately demonstrate that the items bid meet or exceed the given specifications. Bidder is to supply the paint brand and catalog item number of all paint being quoted in the appropriate spaces on the Bid Form.

No product failing to fully meet or exceed the paint specifications as outlined shall be considered. In the event of controversy, the burden of proof shall be upon the successful bidder(s) to provide laboratory analysis for any products quoted. Upon failure to prove through laboratory analysis that said product meets the specifications, and providing the product has been delivered for use to the City, it shall remain the vendor's responsibility to arrange for the pick-up and return of the said product. Failure to deliver the correct product will result in the cancellation of the contract and the rejection of any future bids from the vendor for such products.

DETAILED ACRYLIC WATER BORNE CLASS 1H HIGH BUILD PAINT, QUICK DRYING CENTER LINE PAINT SPECIFICATIONS:

Center-line paint shall be shipped in 275 gallon Intermediate Bulk Containers (IBC). The net volume of paint in each IBC container is to be two hundred-fifty (250) gallons. The IBC's used to ship the paint are to comply with the State of Alabama Department of Transportation's Maintenance Bureau specification MBS-2005-01.

The successful vendor will be responsible for the prompt pick up of all empty IBC containers within thirty (30) days notice by the City. A container will be considered empty when the City has removed the paint to the maximum extent practical. It should be noted that "empty" as used herein is not defined as "RCRA-Empty". Empty containers will be picked up by the vendor regardless of the volume of paint remaining in the container. Pick up of empty IBC's will not be mandatory unless a minimum of six (6) units are empty or upon contract expiration. At the time of contract expiration, all units are to be picked up regardless of the count on hand.

Failure to pick up empty containers in a prompt manner shall constitute breach of contract, whereby the City reserves the right to immediately terminate 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 center-line paints quoted must be on the State of Alabama Department of Transportation's "List of Qualified Traffic Control Devices and Materials (Traffic Marking Materials)" to be eligible for consideration. Products that are not on the State of Alabama's QPL are not eligible for consideration.

Only true acrylic base, quick drying, lead free, paint will be eligible for consideration. Only acrylic base paints with water as the prime solvent will be considered. Any paint quoted shall be approved by the State of Alabama as meeting the requirements of Section 856.07 CLASS 1H, HIGH BUILD PAINT: Specific Requirements For Acrylic Water Based Paints as described within the State's Fast-dry Traffic Paints for Maintenance Operations manual. Please note carefully the requirements of Sec. 856.07 and quote only paints that fully meet or exceed the stated requirements.

856.07 Class 1H High Build Paint

Class 1H paint shall not be used after the expiration of the shelf life. The paint shall be easily stirred and mixed to a uniform consistency prior to use. Manufactures of Class 1H paint shall participate in ALDOT-420, "Acceptance Program for Traffic Marking Materials".

Class 1H High Build Paint shall meet the following requirements.

PHYSICAL AND PERFORMANCE REQUIREMENTS FOR HIGH BUILD TRAFFIC PAINT		
PROPERTY	VALUE	TEST METHOD
Acrylic Resin	100 % Rohm Et Haas Rhoplex Fastrack HD-21A emulsion With 48.5-49.5 % solids Content, or Dow DT 400NA Acrylic emulsion with 49.5-51.5 % solids content, or an approved equal.	ASTM D 2743 Infrared Spectral Analysis
Nonvolatiles in Vehicle	42 % Minimum by Weight	ASTM D 215
No Track Time	Maximum of 10 minutes	ASTM D 711
Voitatile Organic Content	Maximum of 1.25 Pounds Per Gallon	ASTM D 3960
Pigment Content	Minimum of 55% by Weight Maximum of 62% by weight	ASTM D 3723
Total Solids Content	Minimum of 73% by Weight Maximum of 79% by Weight	ASTM D 2369
White Pigment Content Rutile Titanium Dioxide	Minimum of 1.0 Pounds per Gallon	ASTM D 476
Yellow Pigment Content Hansa Yellow (11-2400)	% minimum per manufacturer	
Viscosity @ 77° F (25° C) Krebs Units	78 - 95	ASTM D 562
Density in Pounds per Gallon	White - 13.7 Minimum Yellow - 13.1 Minimum	ASTM D 1475
Scrub Resistance	Pass Minimum 300 cycles	ASTM D 2486
PH	9.6 Minimum	ASTM E 70
Daylight Reflectance %	White - 80 Minimum Yellow - 50 Minimum	ASTM E 1349

BID FORM

W. E. Caffee
 Assistant Purchasing Agent
 Birmingham, Alabama

Submitted below is my firm bid for traffic paint for the City of Birmingham, in accordance with your invitation to bid and specifications dated June 5, 2015. Prices quoted are F.O.B. Birmingham, Alabama delivered and I am bidding in accordance with specification except as listed below.

CENTER LINE PAINT PACKAGED IN IBC's

Approximate Quantity	Description	Brand & Item #	Unit price	Extended Total
2500 GALS	Yellow traffic paint, acrylic, fast drying Class 1H High Build center line paint as per specifications. Packaged in returnable 275 gal. Intermediate Bulk Containers (IBC). Net content 250 gals.		\$/gal.	\$ _____
3000 GALS	White traffic paint, acrylic, fast drying Class 1H High Build center line paint as per specifications. Packaged in returnable 275 gal. Intermediate Bulk Containers (IBC). Net content 250 gals.		\$/gal.	\$ _____
GRAND TOTAL				\$ _____

PAINT MANUFACTURING PLANT LOCATION(S):

EXCEPTIONS TO SPECIFICATIONS:

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:

_____	_____
	Date of Bid
_____	_____
	Company
_____	_____
	Street Address

	Post Office Box (Zip if different the street address)
_____	_____
Tax ID Number	City State Zip
_____	_____
Name (Print or Type)	Terms of Payment
_____	_____
Signature	Delivery Date
_____	_____
Title	Telephone Number
_____	_____
E-mail address	Fax Number

Bidder acknowledges receipt of _____ addenda to the bid.
(Number(s))

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)**