CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

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

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WILLIAM A. BELL, SR.
MAYOR

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WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

January 9, 2015

INVITATION TO BID #15-09

Sealed bids for agri chemical storage building and flammable liquids storage cabinets 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., February 4, 2015, at which time they will be publicly opened and read.

Bidder's wishing to bid can download the complete solicitation including the specifications and bid form via the internet at www.birminghamal.gov (Go to the 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 either 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, it 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 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No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.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 in part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked, **"SEALED BID – AGRI CHEMICAL STORAGE BUILDING AND FLAMMABLE LIQUIDS STORAGE CABINETS -2:00 p.m., 2/04/15".** Bids may be hand delivered to 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, Airborne, UPS, etc) must be mailed to 710 North 20th Street, Birmingham, AL 35203 and specify delivery to Room 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 February 4, 2015. Bids received after this time will not be considered.

W.E. Caffee, Assistant Purchasing Agent

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B.N. 1/18/15

SPECIFICATIONS FOR AGRI CHEMICAL STORAGE BUILDING AND FLAMMABLE LIQUIDS STORAGE CABINETS

GENERAL:

The City of Birmingham plans to purchase a agri chemical storage building and flammable liquids storage cabinets supplied by the City as specified in this document in the quantity indicated. Award will be based on the lowest priced, responsive, responsible bid submitted on an individual line item basis.

The City reserves the right to purchase additional quantities of the items bid at the bid price at a later date if mutually agreeable to both parties.

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 two (2) copies of their original bid with their package.

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.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

All bids submitted are to be f.o.b. City of Birmingham, AL delivered to 800 Golden Flake Drive, Birmingham AL 35205.

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.

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.

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'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.**

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.

SPECIFICATIONS FOR AGRI CHEMICAL STORAGE BUILDING AND FLAMMABLE LIQUIDS STORAGE CABINETS

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.

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.

Any questions concerning these specifications should be addressed to the Purchasing Division, Attn: Yolanda Cox, at (205) 254-2265 or Fax: (205) 254-2484, between the hours of 8:00 a.m. & 4:00 p.m. Monday thru Friday.

Bidder shall check (√) each and every item in the appropriate column provided on the right hand edge of the page as to compliance or non-compliance with specifications. Exceptions will be allowed to items that are not listed as (No Exception), if they are equal to or superior to that specified and provided they are listed and fully explained on the exceptions area of the bid form or by attachment titled "Exceptions". **Bids taking total exception to the specifications will not be accepted.** The equipment will be inspected upon delivery for compliance with specifications. Deviations will not be tolerated and will be cause for rejection of the equipment unless they were originally listed in the bidder's proposal and deemed acceptable.

SPECIFICATIONS FOR 42'W X 8' X 8' 4"H AGRI CHEMICAL STORAGE BUILDING OR EQUIVALENT

	Bidder Complies YES	NO
Building designed to ensure safe storage of Turf Management Chemicals. FM approved and meets EPA and OSHA standards for Hazardous Chemical Storage with standard features such as corrosion-resistant, galvanized steel construction, tornado and hurricane resistant walls, and interlocking wall panels designed for superior strength and durability.	____	____
Building features to include:		
(2) Dust / Vapor Resistant, Explosion Proof, Fluorescent Interior Lights w/Switch	____	____
(1) Vapor Resistant Exterior Light w/Photocell	____	____
GFCI Duplex Receptacle, Explosion Proof w/Weatherproof Cover	____	____
R-11 Insulation in walls and ceiling	____	____
Shelving (three tiers) w/Raised edges for secondary containment, approximately 14" wide, 8 ft. long with 2" Leak Tight Lip Sides	____	____
Building has double wall, welded construction, 3" airspace throughout	____	____
Exterior walls are 12-guage Galvannealed steel. Interior walls are 20-guage cold roll	____	____
(2) 5'W X 6' 8"H Double Doors, 1 ½ hour fire rated with a UL classified Commercial grade keyed lockset	____	____
12 guage steel sump, liquid tight, continuously welded, approximately 1234 gallon sump capacity	____	____
Sump Drain with Lockable Valve, 2" NPT	____	____
Flooring to be fiberglass floor grating	____	____
Heavy Guage forklift channels with open-end construction. 12 guage galvanized steel or better	____	____
Bolt-down plates (4) with 7/8" diameter holes for wind and seismic bracing	____	____
(8) natural convection inlet vents with insulated cover for natural ventilation with fire dampers.	____	____
(1) – Grounding Kit: 8ft rod, 10ft cable and clamp (if not included)	____	____
Explosion Proof Industrial Exhaust System for Agri-Chemical Buildings	____	____
Explosion-Proof Heater, 24,000 BTU	____	____
Portable Eyewash Station 16 Gallon for Agri-Chem and Hazmat Buildings	____	____
Diamond Plated Ramp 52" X 72" or equivalent	____	____
Load center is 120/240 Volt Single Phase, NEMA 3R	____	____
Hazard labeling (DOT Placard Holder, NFPA 704 rating signs)	____	____
Finish is a two-part aliphatic polyurethane or equivalent, Chemical/corrosive/ ultraviolet resistant paint, white or gray color.	____	____
Complies to NFPA Code 30	____	____
Building Factory Mutual approved, and UL listed accessories	____	____
Building to have 2-hour fire rating	____	____
Electrical installed in accordance with the NEC 2008 and 2011 editions	____	____
55 GALLON DRUM CAPACITY: 60 unstacked, 80 stacked	____	____
ASSEMBLY all-welded	____	____
CAPACITY: approximately 2313 cubic feet	____	____

SPECIFICATIONS FOR 42'W X 8' X 8' 4"H AGRI CHEMICAL STORAGE BUILDING OR EQUIVALENT

	Bidder Complies YES	NO
OUTSIDE DEPTH FEET 8', approximately	____	____
OUTSIDE HEIGHT FEET 8'4", approximately	____	____
OUTSIDE WIDTH FEET 42, approximately	____	____
APPROVAL/REGULATIONS NFPA, FM, OSHA, UL, Intertek tested, SMaRT certified	____	____
LIMITED WARRANTY 15 years, structual, 1 year parts and accessories. Bidder to supply copy of warranty with bid.	____	____
Building to be Securall as manufactured by A & A Sheet Metal Products, Inc. or equivalent	____	____

Successful bidder (vendor) is responsible for all costs related to shipping and handling of the building to the job site, 800 Golden Flake Drive, Birmingham, AL 35205. All such costs must be included in the bid price. The City will not pay separate additional charges for such cost.

The City will be responsible for inspecting the building at the job site. Damaged building will be refused and vendor will be responsible for return shipping costs. The City will be responsible for unloading undamaged building at the job site. Vendor must coordinate delivery of the building with the City to ensure proper and adequate equipment to unload the building is present at time of delivery at jobsite.

SPECIFICATIONS FOR FLAMMABLE LIQUID SAFETY CABINET WITH SELF CLOSING DOUBLE DOOR, 90 GALLON CAPACITY

Flammable cabinets with two (2) adjustable flammable liquids storage shelves/cabinet that meet or exceed the NFPA Flammable Liquid Code #30 and the OSHA standard 1910.106 for storage of class I, II and III liquids. FM approved. All-welded construction provides additional strength and 18 gauge cabinet with 14 gauge doors offers additional fire protection. The double-walled design of these flammable cabinets allow 1-1/2" insulating air space and dual 2" air vents that connect to the exhaust system to maintain safe temperatures. Built-in grounding connector and leveling feet. 350 lb. capacity shelves adjust easily on 2-1/2 "centers. ____ ____

Doors are equipped with 4" hinges with sturdy brass pins and feature a spill-proof sill, a flush paddle handle with 3 point latching and a highly visible trillingual warning. Latching engages when doors are closed without handle rotation. This Self Close Double Door model automatically closes only when fusible link melts at 165° F. This self close model also features self-indexing doors that close in sequence to ensure tight closure and a recessed self-close mechanism that allows access to top shelf. Flush door handle prevents passerby from catching or banging. Flammable cabinets are finished with yellow powder coat and feature radius edges for safety. 12 year limited warranty.

Bidder to supply copy of warranty with bid. ____ ____

Approximate Quantity (4)

BID FORM

W. E. Caffee
Assistant Purchasing Agent
Birmingham, AL

Submitted below is my firm bid for agri chemical storage building and flammable liquids storage cabinets for the City of Birmingham in accordance with your invitation to bid and specifications dated January 9, 2015. Prices quoted are f.o.b. Birmingham, AL and I am bidding in exact accordance with the specifications except as listed below.

APPROX QTY	DESCRIPTION	MAKE/MODEL	UNIT PRICE	EXTENDED TOTAL
1	Agri Chemical Storage Building as per specifications			
4	Flammable Liquids Storage Cabinets as per 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 origin, 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 from street address)

_____ Email Address

_____ City State Zip

_____ Tax ID Number

_____ Terms of Payment

_____ Name (Print or Type)

_____ Delivery Date

_____ Signature

_____ Telephone Number

_____ Title

_____ Fax Number