CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

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

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MAYOR

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RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

February 5, 2015

INVITATION TO BID #15-13

Sealed bids for athletic field soil mixes 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 City Hall, Birmingham, Alabama until 2:00 p.m., March 4, 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 form 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, and mailed to only those vendors who were provided a copy in person or by mail.

All quotations are to be f.o.b. Birmingham, Alabama delivered.

It is required for any contractexceeding $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 the amount of $500.00. 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. 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 theaward, 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 matrial 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No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.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 anyor all bids submitted in whole or part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked, **"SEALED BID – ATHLETIC FIELD SOIL MIXES – 2:00 P.M., 03-04-15".** 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 BIDS TO ROOM P-100 FIRST FLOOR CITY HALL.).** However, bids sent by any express carrier (Federal Express, UPS, Airborne, etc.), must be mailed to 710 North 20th Street, 35203 and specify delivery to Room P100, 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., March 4, 2015. Bids received after this time will not beconsidered.

W. E. Caffee, Assistant Purchasing Agent

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Attachments
B.N. 02-11-15

SPECIFICATIONS FOR THE SUPPLY OF VARIOUS ATHLETIC FIELD SOIL MIXES

GENERAL: The City of Birmingham is seeking bids for an annual contract for the supply of various athletic field soil mixes. This contract will consist of any and all items as shown on the bid form the City may require. The City intends to award to the lowest priced, responsive, responsible bidder on an individual line item basis.

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. During the extension phase of this contract, the successful bidder shall give the City an advanced thirty (30) days written notice if they wish to terminate the extension period. The life of this contract shall exist with the provision that no price increase in the original bid prices shall be allowed.

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.

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

Should other athletic field soil mixes currently not shown on the bid form, be required during the life of the contract, the City reserves the right to seek verbal bids from only the responsive respondents of this Invitation to Bid, and to make an award of these additional items to the lowest responsive, responsible bidder (s) for the remaining life of this contract.

The quantities on this bid form are estimated annual quantities only. Merchandise 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 during the life of this contract.

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.**

The City reserves the right to terminate any line item(s) and seek new bids as described in paragraph 4 above at any time the City determines that the product(s) being supplied is/are failing to perform satisfactorily.

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 payable to the City of Birmingham. 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.

Bidder (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.

Bidder 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. 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.

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 under any conditions to an unsuccessful bidder who was rejected because they were not a responsive/responsible bidder.

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.

Bids may be solicited for any product included in this contract where an immediate need exists, including large quantities. The decision of the Purchasing Agent as to what constitutes a biddable situation shall be final and 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 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 5:00 p.m., Monday through Friday.

Indemnification: Company agrees to defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "Indemnitees") from and against from and against all demands, actions, damages, judgments, expenses (including, but not limited to, attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages) (collectively herein "Claim(s)") by any third parties (including any employee, subcontractor or representative of the Company, hereafter a "Company Representative") that arise out of, relate to, result from, or are attributable to any of the following: (a) any conditions in or about the City - owned properties or Work sites that Company or any Company Representative may enter or encounter I performing their services or Work; (b) the use or occupancy of City-owned properties and Work sites by Company or any Company Representatives; and (c) an act, omission or conduct by Company or any Company Representative that arises from or relates to its (or their) performance or failure to perform its (or their) responsibilities and Work under this Agreement; provided that Company's indemnification obligation to the City under this provision shall not exceed the amount of the limits of the general liability and automobile insurance policies set forth herein. This indemnification obligation includes Claims by third parties that are caused in part by the negligence of an Indemnitee; provided, nothing herein shall obligate Company to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

Insurance: For the duration of the Contract and for limits not less than stated below, the Company shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to City:

(i) Comprehensive General Liability: One Million Dollars ($1,000,000.00);

(ii) Automobile Liability: Automobile Liability covering owned and rented vehicles operated by the Company with policy limits of not less than One Million Dollars ($1,000,000.00) combined single limit and aggregate for bodily injury and property damage; and

(iii) Workers Compensation: Workers' Compensation and Employers Liability as required by statute.

The Company may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

Before the execution of the contract, the Company shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificates shall name the City, and its officials and employees, as additional insureds on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

All such insurance coverage shall be provided by a policy or policies insured by company or companies qualified by law to engage in the insurance business in the State of Alabama, with a rating of **B+** or better according to the most current edition of Best's Insurance Reports, which said policy or policies shall be approved by the Director of Finance of the City and filed with the City Clerk. The Company shall cause a certificate or certificates of insurance to be furnished, in duplicate, to the City evidencing such insurance coverage. The City's bid number (15-13) shall appear on any/all copies of the certificate of insurances.

Such insurance policies shall contain an endorsement providing the City will be given not less than thirty (30) days notice in writing prior to the cancellation or change of coverage provided by said policies. In the event the City is notified that any of the coverage required herein is to be canceled or changed in such a manner as not to comply with the requirements of this agreement, the Company shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with certificates evidencing the re-establishment of the insurance coverage required hereby.

Safety at Work Sites: The Company warrants that, before performing the Work contemplated hereunder, it will inspect the sites where Work is completed. Company further warrants that, before performing the Work, it will identify any condition or hazard that it considers will prevent it from performing the Work in a manner that does not endanger persons or property. Company is exclusively responsible for performing the Work in a safe manner that does not put a risk the safety of persons (including its own employees or representatives) or endanger property. Company shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all its employees and all other persons who may be affected by the services; (ii) all the services and all materials and equipment to be incorporated therein, whether in storage on or off the Work sites, or under the care, custody or control of the Company or any of its subcontractors; and (iii) other property at the Work sites or adjacent thereto. Company further agrees to comply with all provisions and requirements set forth in applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over safety of persons or property or to protect them from damage, injury or loss.

SOIL MIX SPECIFICATION

All mixes must be blended and screened through a minimum of a one-quarter inch (¼") screen and be free of all rock, clods, sticks, debris, etc. The low bidder must supply a one time only sample of each mix before the contract begins.

For the purpose here, merchantability is defined as being fit for the ordinary purpose for which such materials are intended. Company warrants all materials shipped under this contract to be clean and of first quality and condition. All material received under this contract shall be clean and free from any hazardous environmental contaminants. Company shall be responsible for pickup, disposal and replacement for any soil delivered that is determined, within a reasonable time frame from receipt of delivery, to be contaminated by hazardous materials at no additional cost to the City.

The Department of Public Works/Horticulture Division reserves the right to approve or reject any load of material based on the specifications.

All prices should be quoted on a delivered ton basis to the Birmingham area. The Horticulture Division will order material as needed with addresses given at that time. Delivery should be made same day or not later than three days after placing the order, depending on weather conditions.

Estimated amounts of each material are included with each specification.

INFIELD MIX	**70/30**	Approximate amount needed: **900 tons**
65% - 75%	Sand	
25% - 35%	Clay	
0% - 10%	Silt	

MOUND MIX	**30/70**	Approximate amount needed: **50 tons**
25% - 35%	Sand	
65% - 75%	Clay	
0% - 10%	Silt	

BID FORM

William E. Caffee
Assistant Purchasing Agent
Birmingham, Alabama

Submitted below is my firm bid for athletic field soil mixes for a period of one (1) year with month to month extensions thereafter upon mutual consent of both parties, in accordance with your invitation to bid and specifications dated February 5, 2015. Prices quoted are f.o.b. Birmingham, AL delivered and I am bidding in accordance with specifications except as listed below.

APPROX. QTY	DESCRIPTION	PRICE/TON	EXTENDED TOTAL
900	Tons 70/30 Infield Mix, as per specification		
50	Tons 30/70 Mound Mix, as per specification		
		GRAND TOTAL	**$**

BID FORM cont'd

I hereby certify that we do not discriminate in employment of our personnel against any person or persons on account of race, creed, color, sex or national origins, and acknowledge, and agree, that the City of Birmingham 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)

_____

_____

_____

_____

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_____

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 (Zip if different from street address)	E-Mail Address
City State Zip	Telephone Number
Terms of Payment	Fax Number
Delivery Date	Website