



WILLIAM A. BELL, SR.
MAYOR

CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

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

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J. THOMAS BARNETT, JR.
FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

September 29, 2014

INVITATION TO BID #14-71

Sealed bids for crushed stone, rip rap stone and sand for the City of Birmingham for a period of one (1) year with month to month extensions thereafter upon mutual agreement of both parties, will be received by the Purchasing Agent, P-100 First Floor City Hall, Birmingham, Alabama, until 2:00 p.m. October 28, 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 (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.

Bids are to be submitted on the bid form provided, and all quotations are to be F.O.B. plant site except where noted.

A certified check, a cashier's check, or acceptable bid bond in the name of the bidder and made payable to the City of Birmingham in an amount of \$500.00 must accompany bid. Bank issued checks that have an expiration date (Void after 30, 60 etc. days) are not acceptable. 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.

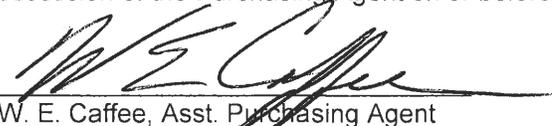
The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or other such remedy 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 – CRUSHED STONE, RIP RAP STONE & SAND – 2:00 P.M., 10/28/14.**" Bids may be hand delivered to Room P-100 1st Floor City Hall, Birmingham, Alabama, or mailed to City of Birmingham, P. O. Box 11295, Birmingham, Alabama 35202-1295. (**DO NOT MAIL BID TO ROOM P-100 1ST FLOOR CITY HALL**). However bids sent by any express carrier (Federal Express, UPS, Airborne, etc.) must be mailed to 710 North 20th Street 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 October 28, 2014. Bids received after this time will not be considered.


W. E. Caffee, Asst. Purchasing Agent

cl
B.N. 10/01/14

SPECIFICATIONS FOR CRUSHED STONE, RIP RAP STONE & SAND

GENERAL:

The City of Birmingham is seeking bids for various stone and stone products as specified later in this document. The basis of the bid shall consist primarily of any and all crushed stone and stone products used by the City.

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 thirty (24) months. Prior to the end of the contract term or during the extension phase of this contract, the successful bidder shall give the City an advanced thirty (30) days written notice if he wishes to terminate the contract. The life of this contract shall exist with the provision that no price increase in the original bid prices shall be allowed. 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.

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(s) shall become effective from the date noted in the Notification of Award Letter, which will be mailed to the successful bidder(s).

Should other stone products 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 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 City will not consider any bids requiring C.O.D. payments.**

Any questions concerning these specifications should be addressed to the Purchasing Division, Charles Lindsey; Phone: (205) 254-2269 – Fax: (205) 254-2484 between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday.

Any quantities or amounts used in this bid are estimates of the number of tons to be used for evaluation purposes only. The City does not guarantee any fixed amount of product to be purchased under this contract. The City will order products on an as needed basis during the term of the contract. The City will pickup material at the contractor's plant site. Cost to transport and haul distance will be a factor of consideration of award.

Contract award to purchase the material 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 Uniform Severance Tax of \$0.10/ton should not be included in your bid price. The City will allow the bidder to bill the tax as a separate charge. Any and all other items of cost must be included in your bid price.

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.

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.

The City reserves the right to terminate any line item(s) and seek new bids as described in paragraph 5 on page 2 at any time the City determines that the product(s) being supplied is/are failing to perform satisfactorily.

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 reserves the right to seek new bids on all terminated items as described in paragraph 5 on page 2.

SPECIFICATIONS FOR CRUSHED STONE, RIP RAP STONE & SAND

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.

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 and "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 FOR CRUSHED STONE, RIP RAP STONE & SAND

SPECIFIC:

The City of Birmingham is seeking bids for its annual requirements of crushed stone, rip rap stone, and sand. The City estimates using approximately 24,000 tons/yr of various sizes of crushed stone and sand and approximately 1,100 tons/yr of 612 rip rap stone (6" to 12" diameter limestone). The City does not track and have accurate estimated quantities for each size stone used on an annual basis. Therefore, the quantities used on the bid form are estimates and are for evaluation purposes only. The City will order material on an as needed basis throughout the life of the contract. The City does not guarantee any quantity of material to be ordered. Bidder is to provide on the bid form a unit price for each size of stone available from the vendor. In order to establish a unit price for future use, bidder is asked to provide a unit price even if the estimated usage is blank.

The City will award a contract for the eastern part of the City and a separate contract for the western part of the City. The 612 rip rap stone will be considered for award as a group and sand will be considered for award as a group: the remainder of the items will be awarded as a lot. Prices are to be quoted as f.o.b. plant site – City will pickup as needed. Pickup site location and related haul distance shall be factors of consideration for award of order. Bidder is to provide plant site locations (address) to be used for pickup of material for the eastern section and the western section in the area provided on the bid form.

The City does have need to have full truck loads of sand delivered on occasion-ice control, etc. Therefore, vendors are asked to bid a delivered price for sand-haul distance will not be a factor for award of this item and may be awarded as an individual item.

BID FORM

William E. Caffee
 Assistant Purchasing Agent
 Birmingham, Alabama

Submitted below is my firm bid for crushed stone rip rap stone and sand for the City of Birmingham, in accordance with your invitation to bid and specifications dated September 29, 2014. Prices quoted are f.o.b. Birmingham, AL delivered and I am bidding in exact accordance with the specifications except as listed below.

NO.	APPROX SIZE	APPROX SEMI-ANNUAL USAGE	WESTERN – PRICE PER TON (FOB PLANT)		EASTERN – PRICE PER TON (FOB PLANT)	
			UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1	3½ X 1½		\$	\$	\$	\$
2	2½ X 1½	4500	\$	\$	\$	\$
24	2½ X ¾		\$	\$	\$	\$
3	2 X 1		\$	\$	\$	\$
367	2 X ¼		\$	\$	\$	\$
4	1½ X ¼	1925	\$	\$	\$	\$
467	1½ X ¼		\$	\$	\$	\$
410	1½ X 0	1200	\$	\$	\$	\$
5	1⅛ X 5		\$	\$	\$	\$
56	1⅛ X ½		\$	\$	\$	\$
57	1⅛ X ⅜	1500	\$	\$	\$	\$
6	¾ X ⅜		\$	\$	\$	\$
67	¼ X ¼	275	\$	\$	\$	\$
68	¾ X ⅛		\$	\$	\$	\$
610	1 X 0	500	\$	\$	\$	\$
7	⅝ X ⅜		\$	\$	\$	\$
78	⅝ X ¼	275	\$	\$	\$	\$
710	½ X 1/16		\$	\$	\$	\$
8	½ X ¼		\$	\$	\$	\$
89	⅜ X ⅛		\$	\$	\$	\$
810	½ X 0		\$	\$	\$	\$
8910	⅜ X 0	1000	\$	\$	\$	\$
9	¼ X ⅛		\$	\$	\$	\$
10	5/16 X 0		\$	\$	\$	\$
105	Coarse Grade Manufactured Sand	75	\$	\$	\$	\$
	3 X 6 Surge Stone	50	\$	\$	\$	\$
	Dense Grade Base	50	\$	\$	\$	\$
	Mixed Stone Scrap		\$	\$	\$	\$
	Pit Run Stone		\$	\$	\$	\$
Grand Total			\$	\$	\$	\$

**BID FORM
cont'd**

APPROX SIZE	APPROX SEMI-ANNUAL USAGE	WESTERN – PRICE PER TON				EASTERN – PRICE PER TON			
		UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL
Rip Rap Stone Class I (10-100#)	550	\$	\$	-----	-----	\$	\$	-----	-----
Rip Rap Stone Class II (10-200#)		\$	\$	-----	-----	\$	\$	-----	-----
Rip Rap Stone Class III (25-500#)		\$	\$	-----	-----	\$	\$	-----	-----
		(FOB PLANT)		(FOB DELIVERED)		(FOB PLANT)		(FOB DELIVERED)	
100 Sand	500	\$	\$	\$	\$	\$	\$	\$	\$
101 Sand	8	\$	\$	\$	\$	\$	\$	\$	\$

PICKUP / PLANT SITE LOCATION

WESTERN AREA:

EASTER AREA:

BID FORM, cont'd

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)**