



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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RON NICKEL
PURCHASING AGENT

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ASSISTANT PURCHASING AGENT

March 19, 2015

INVITATION TO BID #15-23

Sealed bids for ready-mix concrete 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., April 14, 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.

The bidder must submit with his bid either a certified check, a cashier's check, or a bid bond payable to the City of Birmingham in amount of \$500.00. In order for any bid award to be considered, your bid must have been 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No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

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

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 - READY-MIX CONCRETE - 2:00 P.M., 04/14/15**". 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, 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., April 14, 2015. Bids received after this time will not be considered.


W. E. Caffee, Assistant Purchasing Agent

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Attachments
B.N. 03/25/15

SPECIFICATIONS FOR READY-MIX CONCRETE FOR THE CITY OF BIRMINGHAM

GENERAL

The City of Birmingham is seeking bids for ready-mix concrete. The basis of the bid shall consist primarily of any and all ready-mix concrete used by the City. The City intends to award to the lowest priced, responsive, responsible bidder on a total lot basis.

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.

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 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. 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 of their intent not to extend the contract on a month to month basis. Should any product herein experience a manufacturer's price reduction during the contracted period, the City is to receive the benefit of such reduction(s).

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

The City reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City determines that the service, item(s) and/or product line(s) being supplied is/are failing to perform satisfactorily.

Cost to transport and haul distance will be considered for concrete which is picked up by City vehicles. Therefore, bidder should have a convenient, centrally located plant site open for business during normal business hours Monday through Friday.

The City reserves the right to inspect any potential vendor's equipment, inventories, personnel, locations(s), etc., before an award is made, to verify that potential vendor has the ability to properly service the City's requirement.

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 vendor requiring minimum call-out quantities is to indicate such on the Bid Form.

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.

All bids submitted are to be F.O.B. delivered to job site and F.O.B pickup by City.

Should other concrete 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.

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'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.**

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 (office or 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, at 205-254-2265, between the hours of 7:00 a.m. & 3:00 p.m. Monday through Friday.

SPECIFICATIONS:

The City will order ready-mix concrete as needed for the term of the contract. Concrete must meet all the City of Birmingham specifications as listed in Section 100 of Standard Specifications for the Construction of Public Works Projects for the City of Birmingham, as on file in the Office of the City Engineer.

For pick-up, dry batch plants are not acceptable. Concrete must be ready-mix (wet) for loading into City trucks.

Successful bidder shall guarantee to process orders for concrete on a first come – first serve basis. Bidder shall not give priority to orders placed subsequent to City of Birmingham orders. For pick-up orders, orders shall be filled in order of arrival and no trucks are to be run out of order ahead of City trucks. For orders to be delivered to job site which are scheduled in advance, the City considers \pm 30 minutes of the scheduled time to be an acceptable working parameter. Deliveries which are made an hour or more late are unacceptable. At any time the vendor exceeds the scheduled delivery time by an hour or more, the City shall deduct from the vendor's job invoice an amount equal to 2% for each time delivery exceeded the scheduled time by an hour or more. Failure to comply with either requirement will be grounds for cancellation of contract and the declaration of the vendor as non-responsible, which may result in the rejection of any future bids submitted by the vendor.

For any request for delivery of concrete to a jobsite for less than 5 cubic yards, bidder is asked to bid a fixed price per truck delivery charge.

NOTE: All items of cost are to be included in the bid price/cubic yard of concrete except for the Environmental Fee which is to be shown separately as indicated on the bid form. No additional charges will be allowed during the term of the contract unless they are stated on the bid form [Environmental Fee and Delivery Fee for less than 5 cu. yds. of product]. The City will not pay separate fuel surcharges; this expense must be included in the price/cu. yd.

BID FORM

William E. Caffee
 Assistant Purchasing Agent
 Birmingham, Alabama

Submitted below is my firm bid for ready-mix concrete for the City of Birmingham, in accordance with your invitation to bid and specifications dated March 11, 2015. Prices quoted are f.o.b. job site and City pick-up, Birmingham, AL delivered and I am bidding in accordance with specifications except as listed below.

APPROX. QTY.	DESCRIPTION	PRICE/CUBIC YD.	EXTENDED TOTAL
400	Cubic yards 4,000 psi ready-mix concrete as per specification, delivered to job site		
750	Cubic yards 4,000 psi ready-mix concrete as per specification, City pick-up		
25	Cubic yards 5,000 psi ready-mix concrete as per specification, delivered to job site		
50	Cubic yards 5,000 psi ready-mix concrete as per specification, City pick-up		
OPTIONS/FEES			
	1% Accelerator	\$ _____/cu. yd.	
	2% Accelerator	\$ _____/cu. yd.	
	Fibers	\$ _____/cu. yd.	
	3,000 psi ready-mix concrete as per specifications, delivered to job site	\$ _____/cu. yd.	
	3,000 psi ready-mix concrete as per specifications, City pick-up	\$ _____/cu. yd.	
Delivery Fee for orders less than 5 cubic yards: \$ _____/Truck			
Environmental Fee: \$ _____/Load			
GRAND TOTAL			\$
NOTE: Bid must be accompanied by a certified check, cashier's check, or bid bond in the amount of \$500.00.			

Address of plant site for City pick-up:

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)**