



WILLIAM A. BELL, SR.  
MAYOR

# CITY OF BIRMINGHAM

FINANCE DEPARTMENT

## PURCHASING DIVISION

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

TELEPHONE (205) 254-2265  
FAX (205) 254-2484

October 5, 2015

J. THOMAS BARNETT, JR.  
FINANCE DIRECTOR

RON NICKEL  
PURCHASING AGENT

WILLIAM E. CAFFEE  
ASSISTANT PURCHASING AGENT

### INVITATION TO BID #15-73

Sealed bids for plant-mix asphalt 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 First Floor City Hall, Birmingham, Alabama until 2:00 p.m., November 3, 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](http://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. pick up at plant site.

**It is required for any contract exceeding \$10,000.00 that the bidder submit with his bid a certified check, a cashier's check, or a bid bond payable to the City of Birmingham. In order for any award to be considered that exceeds \$10,000.00, your bid must have been 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No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.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 part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked, "**SEALED BID: PLANT-MIX ASPHALT 2:00 P.M., 11/03/15**". Bids may be hand delivered to P-100 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, 1<sup>ST</sup> FLOOR CITY HALL**). However, bids sent by any express carrier, (i.e. Federal Express, UPS, Airborne, etc.) must be shipped to 710 North 20<sup>th</sup> Street and specify delivery to Room P-100 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., November 3, 2015. Bids received after this time will not be considered.

  
W.E. Caffee, Assistant Purchasing Agent

cl  
BN 10/09/15

**SPECIFICATIONS FOR PLANT-MIX ASPHALT  
FOR THE CITY OF BIRMINGHAM**

**GENERAL:**

The City of Birmingham is seeking bids for various asphalt plant-mixes as specified later in this document. The basis of the bid shall consist primarily of any and all plant-mix asphalt 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, 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 the extension phase of this contract, the successful bidder shall give the City and advanced thirty (30) days written notice if he wishes to terminate the contract.

The City will award a contract for the City's western section and a separate contract for the eastern section. Award will be to the lowest priced, responsible, responsive bidder on a total lot price basis for each section of the City.

Note: The Liquid Asphalt T.A.C. will be bid on an individual line item basis and awarded to the lowest priced bid to one bidder for use by all areas at the City.

Should other asphalt plant-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 respondent 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.

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.

Successful bidder(s) 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, 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'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.**

Any questions concerning these specifications should be addressed Charles Lindsey, Purchasing Division Phone: (205) 254-2265 or Fax: (205) 254-2484, between the hours of 8:00 a.m. & 3:00 p.m. Monday thru Friday.

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

**Specifications for Plant -Mix Asphalt  
(General Cont.)**

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 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 4 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 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.

Successful bidder must be open and provide asphalt to the City at least from 7:00 a.m. to 4:00 p.m., Monday through Friday. If for any reason contractor's plant will be closed or unable to provide the product required, contractor must provide an alternate site (different supplier if necessary) for material pickup. Alternate site should be in the same area or section for which the contract is let. Successful bidder shall guarantee to process orders for asphalt on a first come-first served basis. Bidder shall not give priority to orders placed subsequent to City of Birmingham orders. Orders shall be filled in the order of arrival and no trucks are to be run out of order ahead of City trucks. Failure to comply with these requirements may be grounds for cancellation of the contract. Such actions may be deemed adequate justification to declare the contractor a non-responsible bidder and result in the contractor not being considered for award of contracts in the future.

Successful bidder must allow the City to order and pick up the product mix needed for specific jobs. City cannot always use whatever product the bidder might be running that day. City will coordinate with the successful bidder to order in advance for the specific product needed to accommodate both parties operations and convenience.

The City will award a contract for the City's western section and a separate contract for the eastern section. Award will be to the lowest priced responsive, responsible bidder on a total lot price basis for each section of 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 checks 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 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.

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.

**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 disadvantage 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.**

**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, successful bidder must provide a copy of his/her current business license no later than 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.**

## ASPHALT SPECIFICATIONS

Asphalt mixes must meet all of 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. Contractor shall guarantee the product and make good any material found not in compliance with City Standards. The contractor shall be liable for the cost of any independent lab tests which document product provided does not meet City Standards.

Asphalt products are to be bid based on State of Alabama Department of Transportation Asphalt Cement Index. All bid prices are to be based on the October 2015 Price Index. Prices will be allowed to change on a monthly basis based on the AL. D.O.T. Index price for that month (this is the only factor of cost allowed to change during the term of the contract) and all products are to be billed based on the Index price in effect in the month that the product was delivered. The successful bidder shall provide the City a current copy of the price index at the beginning of each month which is to include that month's index pricing.

Each bidder is to submit the job mix formula and price calculations for each of the products bid with his bid based on the August 2015 AL. D.O.T. Index. The calculations should show all work used in the determination of the per ton bid price for each product bid. Successful bidder shall be required to provide with all invoices for product furnished to the City the job mix formula for each specific mix or product and the calculation of the unit price for each product using the current AL. D.O.T. Index price for asphalt. Failure to provide any or all of this required documentation will result in delays in the processing of invoices for payment. Should the City determine any errors in the documentation, the successful bidder shall be notified and requested to submit corrected invoices accordingly.

<b>PRODUCTS REQUIRED</b>	
<b>Name</b>	<b>Maximum aggregate size</b>
Stone Binder	1"
Baby Binder	3/4"
Stone Seal	1/2"
Slag Seal	1/2"
Gravel Seal	1/2"
Fine Stone Seal	3/8"
Slag Cold Mix	1/2"
Liquid Asphalt T.A.C.	-

The liquid asphalt T.A.C. is normally bought in small quantities, such as 5 gallons, for use in patching. City will provide the containers for the liquid asphalt when needed, if not already pre-packed in 5 gallon plastic containers.

**BID FORM**

W.E. Caffee  
 Assistant Purchasing Agent  
 Birmingham, Alabama

Submitted below is my firm bid for plant-mix asphalt for one (1) year, with month to month extensions thereafter upon mutual agreement of both parties, in accordance with your invitation to bid and specification dated October 5, 2015. Prices quoted are f.o.b. pickup at plant site, and I am bidding in accordance with the specifications except as listed below.

Bid Price To Be Based on August 2015 AL. D.O.T. Index			
<b>Eastern Section (GROUP 1)</b>			
Approx. Qty.	Description	Unit Price F.O.B. Plant Eastern Section	Extended Total
500	Tons Stone Binder (1")	\$ /ton	\$
4,500	Tons Baby Binder (3/4")	\$ /ton	\$
1,500	Tons Stone Seal (1/2")	\$ /ton	\$
2,500	Tons Slag Seal (1/2")	\$ /ton	\$
500	Tons Gravel Seal (1/2")	\$ /ton	\$
500	Tons Fine Stone Seal (3/8")	\$ /ton	\$
500	Tons Slag Cold Mix (1/2")	\$ /ton	\$
<b>TOTAL EASTERN SECTION</b>			\$
<b>Western Section (GROUP 2)</b>			
Approx. Qty.	Description	Unit Price F.O.B. Plant Western Section	Extended Total
500	Tons Stone Binder (1")	\$ /ton	\$
4,500	Tons Baby Binder (3/4")	\$ /ton	\$
1,500	Tons Stone Seal (1/2")	\$ /ton	\$
2,500	Tons Slag Seal (1/2")	\$ /ton	\$
500	Tons Gravel Seal (1/2")	\$ /ton	\$
500	Tons Fine Stone Seal (3/8")	\$ /ton	\$
500	Tons Slag Cold Mix (1/2")	\$ /ton	\$
<b>TOTAL WESTERN SECTION</b>			\$
<b>PLANT/ PICKUP LOCATION</b>			
WESTERN _____			
EASTERN _____			

**Separate – Individually Awarded Item**

Approx. Qty.	Description	Unit Price	Extended Total
300	Gal Liquid Asphalt T.A.C.	\$ /gal	\$
Pick up Location _____			

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)**

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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

\_\_\_\_\_  
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)** \_\_\_\_\_