



WILLIAM A. BELL, SR.
MAYOR

CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

P-100 CITY HALL
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RON NICKEL
PURCHASING AGENT

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ASSISTANT PURCHASING AGENT

September 19, 2014

INVITATION TO BID #14- 67

Sealed bids for guardrails and component parts for a period of six (6) months with month to month extensions thereafter upon mutual agreement of both parties, for the City of Birmingham, will be received by the Purchasing Agent, Room P-100 First Floor City Hall, Birmingham, Alabama until 2:00 p.m., October 15, 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 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.

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 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 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No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.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 bids 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 – GUARDRAILS AND COMPONENT PARTS – 2:00 p.m., 10-15-14.**" 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 BIDS TO ROOM P-100 FIRST FLOOR CITY HALL**). However, bids sent by express carrier (i.e. Federal Express, Airborne, UPS, etc.), must be mailed to 710 North 20th Street, Birmingham, AL 35203 and specify delivery to Room P-100 1st 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., October 15, 2014. Bids received after this time will not be considered.

W.E. Caffee, Assistant Purchasing Agent

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Attachment

B.N. 09/28/14

**SPECIFICATIONS FOR THE SUPPLY OF
GUARDRAILS AND COMPONENT FOR THE CITY OF BIRMINGHAM**

The City of Birmingham is seeking bids for the supply of guardrails and various guardrail components for a period of six (6) months and month to month thereafter. This contract will consist of guardrails, posts, standoffs, and fasteners. The City intends to award to the lowest priced, responsive, responsible bidder on a total lot basis. For the purpose 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 six (6) months, with month-to-month extensions thereafter, at the prices originally bid, upon mutual agreement of both parties. This extension phase is not to exceed thirty (30) months. Prior to the end of the initial contract year or during any 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 contract. 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 (ex: new price list published), 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 to 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 six (6) months of the contract. Should any product herein experience a manufacturer's price reduction during the contracted period, the City is to immediately receive the benefit of such reduction.

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 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.

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 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.

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

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.

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.**

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.

Any questions concerning these specifications should be addressed to Mr. Phillip Hyche, at 431 6th Avenue South, Central Stores, 254-6510, between the hours of 7:00 a.m. and 3:00 p.m. Monday through Friday.

SPECIFICATIONS:

The quantities on the Bid Form are **estimated semi-annual usages for evaluation purposes 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 under this contract.

To be eligible for consideration for award of contract, bidder must have an established parts and service facility. The bidder must maintain an adequate inventory and sales staff to meet the City's needs. The successful bidder will be required to maintain an adequate staffed sales counter open for business between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

Failure to maintain an adequate inventory and sales staff will constitute grounds for the termination of this contract and the declaration of the vendor as a 'non-responsible vendor' which could result in the rejection of any future bids submitted by the vendor.

All bids submitted are to be F.O.B. Birmingham, Alabama delivered.

All items bid and supplied under this contract are to meet the State of Alabama Highway Department's current specifications.

All items are to be domestic manufactured unless domestically manufactured items are unavailable.

All fasteners (bolts, nuts and washers) are to be furnished with the rail, post, block-outs and terminals at no additional charge to the City. All bolts, nuts and washers are to be of an approved corrosion resistant steel.

All items supplied are to have the appropriate holes pre-drilled in the approved patterns as per State of Alabama Highway Department's specifications.

All items supplied are to be galvanized to resist rust and corrosion.

No punching, drilling, cutting or welding will be permitted to the rail, post or post block-outs after the galvanized is applied.

All wooden post and wooden block-outs are to be manufactured from treated Southern Pine or recycled materials where specified.

BID FORM

W. E. Caffee
 Assistant Purchasing Agent
 Birmingham, Alabama

Submitted below is my firm bid for the supply of guardrails and component parts for a period of six (6) months and month-to-month thereafter in accordance with your invitation to bid and specifications dated September 19, 2014. Prices quoted are f.o.b. Birmingham, Alabama delivered and I am bidding in exact accordance with the specifications except as listed below.

DESCRIPTION	Est. Semi-Annual Usage	Price Per	Extended Total
Steel Beam Guardrail, Class A, Type 2, 12 gauge. Drilled & galvanized with fasteners.	500 Ft.	\$ _____	
Steel Beam Guardrail, Class B, Type 2, 10 gauge. Drilled & galvanized with fasteners.	200 Ft.	\$ _____	
Post, steel "H" post. 6" X 8.5" X 6'6". Drilled & galvanized with fasteners.	40 Ea.	\$ _____	
Post, treated wood. 6 X 8" X 6' 6". Drilled with fasteners.	20 Ea.	\$ _____	
Block-out, recycled. 6" X 8" x 14". Drilled with fasteners.	40 Ea.	\$ _____	
Block-out, treated wood. 6" X 8" x 14". Drilled with fasteners.	20 Ea.	\$ _____	
Flared end terminal section. Drilled & galvanized with fasteners.	9 Ea.	\$ _____	
Bridge end terminal (end shoe). Drilled & galvanized with fasteners.	2 Ea.	\$ _____	
Anchor, end. Type 10 Series, complete with treated wooden post and all mounting hardware.	4 Ea.	\$ _____	
25' Permanent Barricade assembly. Each assembly is to include the following components; 3 ea. Guardrail (CI A, Type 2) 25' lengths. 3 ea. steel barricade post, 9'3' lengths. 12 ea. 6' barricade panels. 1 ea 2-lb U-channel. 1 ea 9-lite hazard marker (red & black). Price per complete unit.	1 ea.	\$ _____	
SEMI ANNUAL GRAND TOTAL			\$ _____

REMINDER: 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.

EXCEPTIONS TO 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 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:

_____	_____
	Date of Bid
_____	_____
	Company
_____	_____
	Street Address
_____	_____
	Post Office Box (Zip if different from street address)
_____	_____
Tax ID Number	City State Zip
_____	_____
Name (Print or Type)	Terms of Payment
_____	_____
Signature	Telephone Number
_____	_____
Title	Fax Number
_____	_____
E-mail address	Website

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)**