



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

J. THOMAS BARNETT, JR.  
FINANCE DIRECTOR

RON NICKEL  
PURCHASING AGENT

WILLIAM E. CAFFEE  
ASSISTANT PURCHASING AGENT

August 21, 2014

### INVITATION TO BID #14-58

Sealed bids for rental of portable stadium event flooring for outdoor use, 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., September 3, 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](http://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No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.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-f.o.b. destination return shipping.

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 – PORTABLE EVENT FLOORING – 2:00 p.m., 09-03-14.**" Bids may be hand delivered to Room P-100 1<sup>st</sup> 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 20<sup>th</sup> Street, Birmingham, AL 35203 and specify delivery to Room P-100 1<sup>st</sup> 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., September 3, 2014. Bids received after this time will not be considered.

W.E. Caffee, Assistant Purchasing Agent

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Attachment

B.N. 08/24/14

**SPECIFICATIONS FOR THE RENTAL OF  
PORTABLE EVENT FLOORING**

The City of Birmingham is seeking bids for the rental of portable event flooring for an event to be held at Regions Field, October 26, 2014. Delivery and setup to be scheduled for October 23, 2014. Disassembly to be scheduled for October 27, 2014. Award will be to the lowest priced responsive, responsible bid submitted.

**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.**

**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.

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 the Purchasing Division, (205) 254-2265, between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday.

To be considered eligible for award, bidder must have been in the business-primary business of sales/rental/installation of event stadium flooring for a minimum of **three (3)** years. Each bidder is to provide written documentation to substantiate business background experience – state years of experience. Provide a list of at least three (3) venues of comparable size where you have supplied stadium flooring.

**Any bid submitted must be accompanied by catalogs, brochures, and/or specification sheets that adequately documents the flooring bid meets the given specifications.**

Should the bidder require a formal contract for the event, please submit with your bid a copy of your standard contract for City review.

#### **SPECIFICATIONS:**

City of Birmingham has scheduled an outdoor event at Regions Field, 1401 1<sup>st</sup> Avenue South, Birmingham, AL 35233, for October 26, 2014 which requires stadium flooring to protect the field. Regions Field is a natural grass, baseball stadium. City intends to rent the appropriate stadium flooring for a term of five (5) days, October 23 through October 27, 2014. delivery of flooring and installation is scheduled for October 23, 2014 with disassembly and removal scheduled for October 27, 2014. Successful bidder is to provide a certified technical representative for the installation and removal of flooring. City will provide 8-12 workers to assist in this process. Successful bidder should contact field manager, Daniel Ruggiero, email: [Daniel@safdir.com](mailto:Daniel@safdir.com) to discuss field conditions or other matters of concern relating to setup and removal of the flooring.

#### **BIDDER COMPLIANCE FORM:**

Bidders shall check (✓) each and every paragraph in the appropriate column provided on the right edge of the page as to compliance or non-compliance with specifications and **return these pages with your completed bid form**. Consideration will be allowed to items that are listed as (Non-compliant) if they are equal to or superior to that specified and provided they are listed fully and explained in the exceptions section. The purchaser shall be the sole judge of equality and the decision of the City of Birmingham shall be final. Bids taking total exception to the specifications will not be accepted.

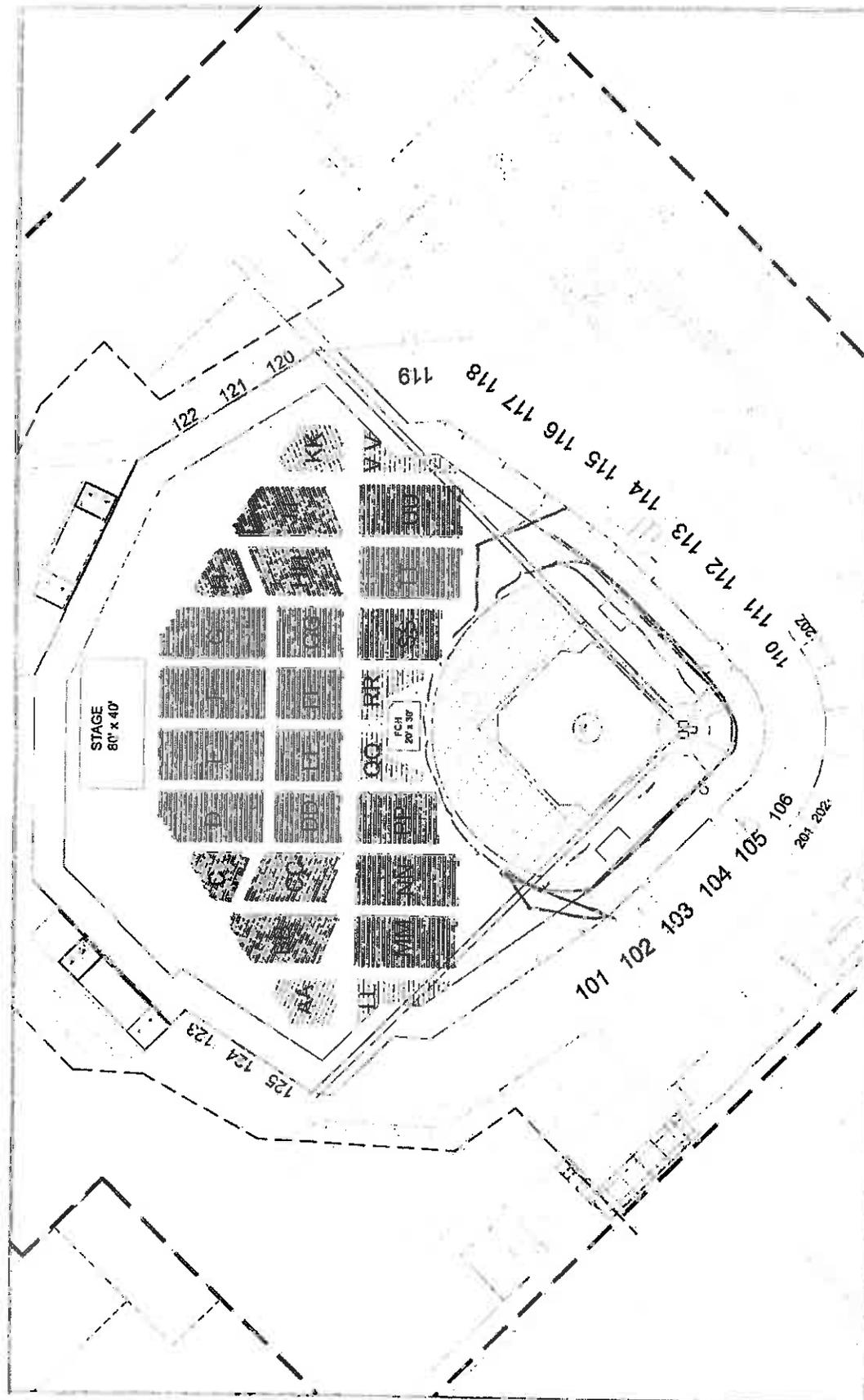
PORTABLE EVENT FLOORING SPECIFICATIONS	Bidder Complies	
	Yes	No
<b>Back of House Stage area (80x40 and 20x30 areas) – 3,810 sq/ft - Armor Deck 3 or equal</b>		
• Panels must be 42" x 42" (usable surface) x 2" inches thick panels		
• Durable galvanized steel cam lock system to securely lock panels together		
• Integrated connection system which is self-aligning, using a hook and loop fastening system, which guide panels into place		
• Panels must be able to support heavy moving weights from vehicles, forklifts, and other moving loads		
• Panels must be translucent		
• Panels must overlap, providing surface protection, each overlap/underlay combination also must incorporate a liquid capture channel which prevents unwanted liquids from flowing through the seam and onto the protected surface		
• Panels must incorporate an anti-slip sandblast surface		
• Panels should be manufactured using HDPDE with reinforced additives and a 5-year UV package		
• Panels should incorporate a reinforced bottom panel to provide greater load support		
• 45,000 lbs weight capability for static loads on a solid and level subsurface		
• UL94 HB fire testing		

PORTABLE EVENT FLOORING SPECIFICATIONS	Bidder Complies	
	Yes	No
<b>Front of House – pedestrian seating area – 56,252 sq/ft - Armor Deck 1 or equal</b>		
• Panels must be 42" x 42" (usable surface) x 2" inches thick panels		
• Durable galvanized steel cam lock system to securely lock panels together		
• Integrated connection system which is self-aligning, using a hook and loop fastening system, which guide panels into place		
• Panels must have aeration holes to allow for moisture		
• Panels must be translucent		
• Panels must overlap, providing surface protection. Each overlap/underlay combination also must incorporate a liquid capture channel which prevents unwanted liquids from flowing through the seam and onto the protected surface		
• Panels must incorporate an anti-slip sandblast surface		
• Panels should be manufactured using HDPDE with reinforced additives and a 5-year UV package		
• Panels should incorporate a reinforced bottom panel to provide greater load support		
• UL94 HB fire testing		

PORTABLE EVENT FLOORING SPECIFICATIONS	Bidder Complies	
	Yes	No
Both Front of House and Back of House (Staging Area) must interlock and connect seamlessly		
Vendor must provide a certified Technician for installation and breakdown of materials		
Vendor must provide round-trip freight to and from Regions Field, 1401 1 <sup>st</sup> Avenue South, Birmingham, AL 35233		
Flooring must be ADA Compliant		

See enclosed seating diagram.

PORTABLE EVENT FLOORING SPECIFICATIONS	Bidder Complies	
	Yes	No
<b>Field Protection Guidelines</b>		
The field should not receive vehicular loading unless plywood decking or stadium flooring is used. A double layer of ¾" plywood, which is overlapped at the seams, is generally acceptable for vehicular loads/access roads; however plywood decking shall not remain on the turf for extended periods of time as this may damage or kill the turf. Stages, seating, and structures should be supported on stadium flooring. The majority of stadium flooring provides ventilation and drainage which reduces damage to the grass. Stadium flooring may be purchased or rented from local vendors, visit <a href="http://www.stadiumflooring.com">www.stadiumflooring.com</a> for product information. Staking is not recommended on the field as the stakes may damage irrigation lines and storm drain infrastructure.		
The allowable vehicular weight is generally reserved for light duty trucks and fork lifts, with gross vehicle weights being less than 10,000 lbs. Semi-truck and other heavy vehicles are not recommended. The stadium sports turf manager should be included in event planning as they will need to properly prepare the field.		



*Public Works to setup*

Field Seats: 7617  
 8' down isles chairs - 17" deep x 16" deep  
 12' cross isle chair spacing 37" back to back

ESM PRODUCTIONS  
 100 PRINCE OF GEORGES DRIVE  
 WASHINGTON, DC 20004

Drawn by: CRM

REGIONS FIELD CONCERT SEATING v6.1 July 31, 2014

ESM PRODUCTIONS  
 100 PRINCE OF GEORGES DRIVE  
 WASHINGTON, DC 20004

**BID FORM**

W. E. Caffee  
 Assistant Purchasing Agent  
 Birmingham, Alabama

Submitted below is my firm bid for the rental of event stadium flooring in accordance with your invitation to bid and specifications dated August 21, 2014. Prices quoted are f.o.b. Birmingham, Alabama and return trip destination, and I am bidding in exact accordance with the specifications except as listed below.

DESCRIPTION	APPROX. QTY	UNIT PRICE	EXTENDED TOTAL
Portable Stadium Event Outdoor Flooring, Armor Deck 3 or equal per specifications	3,810 sq. ft.	\$ _____/sq. ft.	
Portable Stadium Event Outdoor Flooring, Armor Deck 1 or equal per specifications	56,252 sq. ft.	\$ _____/sq. ft.	
Certified Installation Technician per specifications	1	\$ _____/event	
Round trip shipping and handling	1	\$ _____/trip	
<b>GRAND TOTAL</b>			<b>\$</b>

**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:**

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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

Bidder acknowledges receipt of \_\_\_\_\_ addenda to the bid.  
(1, 2, 3 etc.)

**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)**