CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

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

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ASSISTANT PURCHASING AGENT

December 9, 2014

INVITATION TO BID 15-02

Sealed bids for retroreflective hot applied thermoplastic marking materials 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, Room P-100 First Floor City Hall, Birmingham, Alabama until 10:00 a.m., January 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 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.

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

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No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

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 – THERMOPLASTIC MARKING MATERIALS – 10:00 a.m., 01-14-15."** 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 express carrier (Federal Express, Airborne, UPS, etc.) must be mailed to 710 North 20th Street, Birmingham, AL 35203 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 10:00 a.m., January 14, 2015. Bids received after this time will not be considered.

W.E. Caffee, Assistant Purchasing Agent

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B.N. 12-14-14

SPECIFICATIONS FOR RETROREFLECTIVE WHITE AND YELLOW HOT APPLIED THERMOPLASTIC MARKING MATERIALS

GENERAL:

The City of Birmingham is seeking bids for thermoplastic marking materials as specified later in this document. The basis of this contract is for the supply of any and all thermoplastic material the City may require during the life of this contract. Bids are to be submitted based on truck load shipments (44,000 lbs.) of any combination of color materials and also for shipments of 20,000 lbs/minimum shipment of any combination of color materials. Award will be made to the lowest responsible, responsive bid submitted per shipment weight group for both white and yellow product as a lot/group.

The proposed contract shall extend for a minimum time frame of one (1) year, with a month-to-month extensions thereafter, at the prices originally bid, 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 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 twelve (12) 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 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.

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.

All items covered within this Invitation to Bid are to be F.O.B. Delivered, City of Birmingham, Alabama.

The quantities on the Bid Form are **estimated 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.

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.

The City has limited storage facilities so timely delivery shall be a consideration. Unless else wise noted in the detailed specifications sections, the successful bidder(s) shall guarantee full delivery within twenty (20) working days from the receipt of purchase order for any item(s) ordered. Failure to meet this or other stated delivery requirements will constitute grounds for the termination of this contract and the declaration of the vendor(s) as a "non-responsible vendor", which could result in the rejection of any future bids submitted by the vendor(s).

Where applicable any product offered for consideration must be on the Alabama Department of Transportation's "List of Qualified Traffic Control Devices and Materials" in order to be eligible for award.

Each bid must be accompanied by a full set of material and construction specifications for the items the bidder proposes to supply.

Any questions concerning these specifications should be addressed to the Purchasing Division, phone (205) 254-2265, FAX: (205) 254-2484, between the hours of 8:00 a.m. & 4:00 p.m. CDST, Monday through Friday.

SPECIFICATION FOR RETROREFLECTIVE WHITE AND YELLOW HOT APPLIED THERMOPLASTIC MARKING MATERIALS

SCOPE

This specification covers a retroreflective thermoplastic pavement material of a type that is applied to the road surface in a molten state by "screed/extrusion" means with a surface application of glass beads at a rate specified by the purchaser. Upon cooling to normal pavement temperature it produces a retroreflective marking of specified thickness and width capable of resisting deformation by traffic.

CLASSIFICATION

A. The thermoplastic material shall be homogeneously composed of pigment, filler, resins, and glass beads.

B. The thermoplastic material shall be available in white and yellow colors.

MATERIALS

A. The vendor shall have the option of formulating the material according to their own specifications; however, the solid resin shall be a "maleic-modified glycerol ester resin" (alkyd binder). Note (a) The physical and chemical properties contained in this specification shall apply regardless of the type of formulation used. The material upon heating to application temperature shall not exude fumes which are toxic, or injurious to persons or property. The pigment, beds and filler shall be well dispersed in the resin.

B. GLASS BEADS

Pre-Mix – The pre-mix beads shall be uncoated and conform to AASHTO M247-81(1986) type 1.

REQUIREMENTS OF THE THERMOPLASITC MIXTURE

A. Specific Gravity – the specific gravity of the thermoplastic material shall not exceed 2.3.

B. Composition - the pigment, beads and filler shall be uniformly dispersed in the resin. The material shall be free from all skins, dirt, and foreign objects and shall comply with the requirements in Table 1.

TABLE 1 – COMPOSITION (PERCENTAGE BY WEIGHT)

COMPONENT	WHITE	YELLOW
Binder See Note (a)	18.0 min	18.0 min
Glass Beads	30-40	30-40
Titanium Dioxide	10.0 min	------
Calcium Carbonate & Inert Fillers	42.0 max	50.0 max
Yellow Pigment Note (c)	0.0 max	2.0 min
Black Pigment	0.0 max	0.0 max

Note (a): The alkyd binder shall consist of a mixture of synthetic resins, at least one of which is solid at room temperature, and high boiling point plasticizers. At least one-third of the binder composition shall be solid maleic-modified glycerol ester resin and shall be no less than 8 percent by weight of the entire material formulation. The alkyd binder shall not contain petroleum based hydrocarbon resins.

Note (b): Amount of black pigments, calcium carbonate and inert fillers shall be at the option of the manufacturer, providing all other requirements of this specification are met.

Note (c): The percent of yellow pigment can be reduced if lead pigments are eliminated from formulation.

PHYSICAL CHARACTERISTICS

Color – The thermoplastic material after heating for 4 hours +/-5 min at 425 degree +/-3 degree Fahrenheit (F) (218 degree +/-2 degree Celsius) under agitation shall meet the following luminosity and color requirements.

A. Luminosity

White – Daylight reflectance at 45 degrees, 0 degrees – 75% minimum.
Yellow – Daylight reflectance at 45 degrees, 0 degrees – 45% minimum.

B. Color

For highway use, the colors shall match Federal Highway Administration yellow and white color specifications.

C. Set Time – When applied at a temperature range of 412.5 degrees +/-12.5 degrees F (211 degrees +/-7 degrees C) and thickness of 60 mils to 185 mils (1.5mm to 4.7mm) the material shall set to bear traffic in not more than 2 minutes when the air and road surface temperature is approximately 50 degrees +/-3 degrees F. (10 degrees +/-2 degrees C) and not more than ten minutes when the air and road surface temperature is approximately 90 degrees +/-3 degrees F (32 degrees +/-2 degrees C).

D. Bond Strength – After heating the thermoplastic material for 4 hours +/-5 min. at 425 degrees F (218 degrees C), the bond strength to Portland cement concrete shall exceed 180psi (1.24MPa) (Method – ASTM D4796-88).

E. Cracking Resistance at Low Temperature – After heating the thermoplastic material for 4 hours +/-5 min. at 425 degrees +/-3 degrees F (218 degrees +/-2 degrees C), applying to concrete blocks, and cooling 15 degrees +/-3 degrees F (9.4 degrees +/-1.7 degrees C), the material shall show no cracks when observed from a distance exceeding 12 inches (30cm).

F. Impact Resistance – After heating the thermoplastic material for 4 hours +/-5 min. at 425 degrees +/-3 degrees F (218 degrees +/-2 degrees C) and forming test specimens, the impact resistance shall be a minimum of 10 inch pounds (1.31J).

G. Softening Point – After heating the thermoplastic material for 4 hours +/-5 min. at 425 degrees +/-3 degrees F (218 degrees +/-2 degrees C) and testing in accordance with ASTM D36, the materials shall have a softening point of 215 degrees +/-15 degrees F (102.5 degrees +/-15 degrees F (102.5 degrees +/-9.5 degrees C).

H. Flowability – After heating the thermoplastic material for four (4) hours +/-5 min. at 425 degrees +/-3 degrees F (218 degrees +/-2 degrees C) and testing for flowability, the white thermoplastic shall be a maximum percent residue of 18 and the yellow thermoplastic shall have a maximum residue of 21 percent.

I. Yellowness Index – The white thermoplastic material shall not exceed a yellowness index of 0.15.

J. Flowability – Extended Heating – After heating and stirring the thermoplastic material for 8.5 hours at 425 degrees +/-3 degrees F (218 degrees +/-2 degrees C) and tested for flowability, the thermoplastic shall have a maximum residue of 28 percent.

K. Flash Point – The thermoplastic material shall have a flash point not less than 475 degree F (246 degree C) when tested in accordance with ASTM D92 "Flash and Fire Points by Cleveland Open Cup."

L. Storage Life – The material shall meet the requirements of this specification for a period of 1 year. The thermoplastic must also melt uniformly with no evidence of skins or unmelted particles for this 1 year period. Any material not meeting the above requirements shall be replaced by the manufacturer.

M. Primer Sealer – Primer Sealers for use on Portland cement concrete or hot mix asphaltic concrete surfaces prior to application of the thermoplastic material shall be either recommended by the thermoplastic material manufacturer or especially compounded for use with the specified thermoplastic material.

APPLICATION PROPERTIES

A. The thermoplastic material shall readily apply to the pavement at temperatures of 400-440 F (204-226 C) from approved equipment to produce "an extruded line which shall be continuous and uniform in shape having clear and sharp dimensions" at a thickness of 0.125 in. (3.175mm).

B. The material shall not exude fumes which are toxic, obnoxious or injurious to persons, animals or property when it is heated during applications. The manufacturer shall provide product safety data sheets for their Product.

C. The material when formed into traffic markings must be readily renewable by placing an overlay of new material directly over old markings of the same material. Such new material shall bond itself to the old markings in such a manner that no splitting or separation takes place.

PACKAGING AND MARKINGS

A. The thermoplastic material shall be packaged in block form in suitable containers which will not adhere to the product during shipment and storage. The container of thermoplastic material shall weigh approximately 50 lbs (23kg). Each container shall designate the cooler, binder (alkyd), spray or extrude, user information, manufacturers name and address, batch number and date of manufacture. Each batch manufactured shall have its own separate number. The label shall warn the user that the material shall be heated in the range of 400-440 degrees F (204-206 degrees C),

B. The contractor shall assume all costs arising from the use of the patented materials. Equipment, devices or processes used on or incorporated in the work; agrees to indemnify and save harmless the purchaser and its duly authorized representatives from all legal suits or action or every nature for, or on account of, the use of any patented materials, equipment, devices, or processes.

METHODS OF SAMPLING AND TESTING

A. The minimum batch size of thermoplastic striping material when tested shall not be less than 2000 lbs (907kg) unless the total order is less than that amount. A small trial batch should be made prior to making the thermoplastic marking material in large quantities to make certain the finished product will comply with all the requirements of this specification.

B. The material shall be tested in accordance with AASHTO M249-79 (1986) and T250 with the appropriate method in Federal Test Method Standard No. 141 or ASTM designation.

THERMOPLASTIC PERFORMANCE AND APPLICATION CHARACTERISTICS

A. The thermoplastic material shall not deteriorate by contact with sodium chloride, calcium chloride or other chemicals used to prevent roadway ice. Additionally, the thermoplastic shall not deteriorate because of the oil content of pavement materials or from contact with oil droppings or other effects of traffic.

B. Application – The material shall be applied to the pavement by "the screed/extrusion method wherein one side of the shaping die is the pavement and the other three sides are contained by or a part of suitable equipment for heating and controlling the flow of material" or "be a suspended extrusion die having a 4 sided control of the flow and shape of the materials."

BID FORM

W.E. Caffee
Assistant Purchasing Agent
City of Birmingham, Alabama

Submitted below is my firm bid for retroreflective hot applied thermoplastic marking materials for a period of one (1) year with month to month thereafter, for the City of Birmingham, in accordance with your invitation to bid and specifications dated December 9, 2014. Prices quoted are f.o.b. Birmingham, AL delivered and I am bidding in accordance with specifications except as listed below.

Approx Qty	Description	Brand/Product	Price/LB.	Extended Total
Group 1 – Truckload Shipments				
40,000	Lbs. White Retroreflective Hot Applied Thermoplastic Marking Material			
40,000	Lbs. Yellow Retrorelective Hot Applied Thermoplastic Marking Material			
Group 1 – Grand Total				
Group 2 – 20,000 Lb. Minimum Shipments				
30,000	Lbs. White Retroreflective Hot Applied Thermoplastic Marking Materials			
10,000	Lbs. Yellow Retroreflective Hot Applied Thermoplastic Marking Materials			
Group 2 – Grand Total				

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.

EXCEPTIONS TO SPECIFICATIONS:

_____

_____

_____

_____
Date of Bid

_____
Company

_____
Street Address

_____
Post Office Box

_____
City State Zip

_____
Tax ID Number

_____
Terms of Payment

_____
Name (Print or Type)

_____
Delivery Date

_____
Signature

_____
Telephone Number

_____
Title

_____
Fax Number

_____
Email Address