

SUBMIT BIDS TO:	CITY OF TUSCALOOSA P.O. BOX 2089 TUSCALOOSA, AL 35403	PURCHASING OFFICE 2201 UNIV. BLVD. TUSCALOOSA, AL 35401	INVITATION TO BID								
BID TITLE READY-MIX CONCRETE			BID NO. 9070-040224-1								
PAGE 1 OF 9 PAGES	BIDS WILL BE OPENED AT 10:00AM CST ON APRIL 2, 2024, IN THE OFFICE OF THE <u>PURCHASING AGENT, 2201 UNIVERSITY BLVD. TUSCALOOSA, AL 35401</u> AND MAY NOT BE WITHDRAWN FOR <u>THIRTY (30) DAYS</u> AFTER SUCH DATE & TIME.		ISSUE DATE 03/18/24								
 <p>MAYOR WALTER MADDOX</p> <p>COUNCIL MEMBERS</p> <table border="0"> <tr> <td>MATTHEW WILSON</td> <td>KIP TYNER</td> </tr> <tr> <td>RAEVAN HOWARD</td> <td>JOHN FAILE</td> </tr> <tr> <td>NORMAN CROW</td> <td>CASSIUS LANIER</td> </tr> <tr> <td>LEE BUSBY</td> <td></td> </tr> </table> <p>PURCHASING AGENT AMANDA GANN</p>		MATTHEW WILSON	KIP TYNER	RAEVAN HOWARD	JOHN FAILE	NORMAN CROW	CASSIUS LANIER	LEE BUSBY		<p>Vendor Information (SECTION TO BE COMPLETED BY VENDOR)</p> <hr/> <p>Company Name (Please Print)</p> <hr/> <p>Phone Number Point of Contact</p> <hr/> <p>Email Address</p> <hr/>	
MATTHEW WILSON	KIP TYNER										
RAEVAN HOWARD	JOHN FAILE										
NORMAN CROW	CASSIUS LANIER										
LEE BUSBY											

GENERAL CONDITIONS OF INVITATIONS TO BID

1. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) Our enclosed Bid forms are to be used in submitting your bid.
- (b) All information required by the Bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which any entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays.
- (e) Bidder will not include federal taxes nor State of Alabama sales, excise, and use taxes in bid prices as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- (f) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (g) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (h) Bidders are advised that all City Contracts are subject to all legal requirements provided for in the Purchasing ordinance and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for any brand which meets the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to Amanda Gann, Purchasing Agent, 2201 University Blvd., Tuscaloosa, Alabama 35401. The name and address of the bidder, the date and hour of the bid opening and the material or service bid on shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic bids will not be considered.

4. REJECTION OF BIDS

- (a) The City may reject a bid if:
 1. The bidder misstates or conceals any material fact in the bid, or if,
 2. The bid does not strictly conform to the law or requirement of bid, or if,
 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the City on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.

GENERAL CONDITIONS OF INVITATIONS TO BID

- (b) The City may, however, reject all bids whenever it is deemed in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.

5. WITHDRAWAL OF BIDS

- (a) Bids may not be withdrawn after the time set for the bid opening for a period of time as specified.
(b) Bids may be withdrawn prior to the time set for the bid opening.

6. LATE BIDS OR MODIFICATIONS

- (a) Bids and modifications received after the time set for the bid opening will not be considered.
(b) Modifications in writing received prior to the time set for the bid opening will be accepted.

7. CLARIFICATIONS OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents of any part thereof, he may submit to the Purchasing Agent on or before five (5) days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Purchasing Agent on or before five (5) days prior to scheduled opening.

8. DISCOUNTS

- (a) Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
(b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

9. SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the City of Tuscaloosa. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense, unless stated otherwise in Special Conditions or Specifications. Each individual sample must be labeled with the bidder's name and manufacturer's brand name and number.

10. AWARD OF CONTRACT

- (a) The contract will be awarded to the lowest responsible bidder based upon the following factors: quality; conformity with specifications; purpose for which required; terms of delivery; transportation charges; dates of delivery.
(b) The city reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. Re Par.4(a)3.
(c) Prices quoted must be FOB Destination to Tuscaloosa with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
(d) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder shall result in a binding contract.
(e) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder.
(f) The term of this contract shall be for a period of one (1) year from the date of the Purchase Order hereof and shall automatically renew each year for up to two (2) years for a total maximum contract term of three (3) years from the date of execution hereof, unless sooner terminated pursuant to the provision herein provided. However, either party may elect not to renew the contract by giving the other party thirty (30) days written notice prior to the anniversary date, in which event the contract shall terminate on the anniversary date.
(g) For the life of the contract no price increase from the original bid prices shall be allowed.
(h) Failure to adhere to any or all terms, conditions and specifications set forth in the contract by the bidder/contract holder may result in immediate termination of the contract. Should termination occur for these reasons, the bidder holding the contract may be declared a non-responsible bidder and this may result in the rejection of any future bids submitted to the City by the bidder/contract holder.
(i) Contract award to purchase the materials covered in this Invitation to Bid and the purchase contract shall be construed and governed by the laws of the State of Alabama and each party hereto agrees to be subject to the jurisdiction of the courts if the State of Alabama.

GENERAL CONDITIONS OF INVITATIONS TO BID**11. DELIVERY**

- (a) Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bids.
- (b) Deliveries are to be made during regular business hours.

12. CONDITION OF MATERIALS AND PACKAGING

All items furnished must be new and free from defects. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and price bid shall include standard commercial packaging.

13. CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

14. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s).

15. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid to make available to all City agencies, departments, and in-city municipalities the bid prices he submits, in accordance with the bid terms and conditions, should any said department, agency, or municipality wish to buy under this proposal.

16. COLLUSION

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

17. VARIANCE IN CONDITIONS

Any and all special conditions and specifications attached hereto which vary from General Conditions shall have precedence.

18. MINORITY / DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The City of Tuscaloosa has voluntarily adopted a Minority / Disadvantaged Business Enterprise ("MBE/DBE/WBE") Program called Tuscaloosa Builds, which is designed to encourage the participation and development of minority and disadvantaged business enterprises and to promote equal business opportunities to the fullest extent allowed by state and federal law. To learn more about this program, visit the City's website at www.tuscaloosa.com.

** PRELIMINARY BID TAB WILL BE POSTED ON THE CITY'S WEBSITE ONCE AVAILABLE at <https://www.tuscaloosa.com/bids>.

SPECIAL CONDITIONS

The General Conditions of Invitations to Bid and any Special Conditions stated shall be considered as part of the specifications of the bid.

Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature and manufacturer's specifications plus any supplemental information necessary for comparison purposes must be submitted with the bid or the bid on that item will be rejected. Determination as to whether an item submitted for bid meets specifications shall be the sole responsibility of City personnel. Failure to include this information will subject a bid to rejection. Reference to literature submitted with a previous bid or on file with the Division of Purchasing will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. Any exceptions taken to any item(s) must be fully explained in written detail on bidders' letterhead and attached to the bid when submitted.

Awards shall be made or contracts entered into with the lowest responsible bidder(s) meeting all specifications and terms and conditions established by the Division of Purchasing. The Division of Purchasing reserves the right to determine the lowest responsible bidder on the basis of an individual item or group of items. Delivery dates may be a factor in awards.

All items will be ordered on an as needed basis. There are no minimum order guarantees and no estimates for expected annual purchases.

Questions concerning the bid process should be directed to Amanda Gann at agann@tuscaloosa.com.
Questions concerning Specifications should be directed to Ronny Hatfield at rhatfield@tuscaloosa.com.

Any addenda issued for this bid will be posted on the City Of Tuscaloosa website at <http://www.tuscaloosa.com/bids>.
It is the responsibility of the bidder to check this page for any addendums before submitting their bid.

SPECIAL CONDITIONS

BID DOCUMENTS, BID SUBMISSION & BID OPENING

Bid Documents include:

1. These IFB pages are to be used in submitting your bid.
 - a. Complete IFB via the fillable PDF provided or typed text when available.
2. Include any necessary literature and/or specifications outlined in this document.
3. Include any additional information, forms, samples, or documents that are requested in this document.
4. Provide completed certified W9, which a template can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.
5. When applicable, completed and signed Addendums. *It is the responsibility of the bidder to monitor the City's webpage for any addendums before submitting their bid.*

NOTE: Sheet(s) submitted without Company Name & Signature WILL NOT be considered for bid award.
Addendums and Preliminary bid tabs are posted on the city's website at <https://www.tuscaloosa.com/bids>

Options for Bid Submission:

1. Electronic Submission

Submission of the bid documents as .pdf files can now be done at www.centralbidding.com. For any questions about the electronic bid document submission process, please contact City of Tuscaloosa Purchasing or Central Bidding at 225-810-4814 or support@centralbidding.com.

2. Submitting Bids by Mail/Package Carrier

Bidders who submit bids by mail or package carriers should do the following:

- a. Correctly label the outer envelope as instructed in this bid document to ensure proper identification and delivery to Purchasing.
- b. Use a shipping method that includes tracking information and an estimated delivery time. USPS standard mailing without tracking is not recommended.
- c. Do not wait until the last minute. Allow at least a day's cushion in case deliveries are delayed unexpectedly.

Bid submissions shall be submitted in a sealed envelope and addressed to:

Amanda Gann, Purchasing Agent, 2201 University Blvd., Tuscaloosa, AL 35401.

The name and address of the bidder, the date and hour of the bid opening and the Bid Title shall be placed on the outside of the envelope.

One bid per sealed envelope.

Failure to properly address, package, and label sealed envelope may result in bid rejection.

Note: Keep in mind that the City is not responsible for deliveries from mail/package carriers that are delivered after the bid deadline.

3. Submitting Bids by Hand

Bidders submitting bids by hand must enter at the City Hall complex entrance located on the 4th level of the City's Intermodal Facility parking deck; the entrance to the deck is located on 7th Street beside Government Plaza. Bidders are to turn in sealed bids to the security guard on duty at the desk. Security will notify Purchasing that a bid has been delivered.

Bid submissions shall be submitted in a sealed envelope and addressed to:

Amanda Gann, Purchasing Agent, 2201 University Blvd., Tuscaloosa, AL 35401.

The name and address of the bidder, the date and hour of the bid opening and the Bid Title shall be placed on the outside of the envelope.

One bid per sealed envelope.

Failure to properly address, package, and label sealed envelope may result in bid rejection.

Bid Opening

Bid openings are public. If bidders choose to attend the bid opening, all attendees shall be healthy and display no symptoms of sickness. In regard to bid openings, any date changes will be published in an addendum and posted on our City's website at <https://www.tuscaloosa.com/bids>.

SPECIFICATIONS

GENERAL INFORMATION

The purpose of this bid is to establish a contract to provide ready-mix concrete to the City of Tuscaloosa on an as needed basis. Ready-mix concrete will be delivered to City work crews at various locations in the city.

There shall be no delivery or minimum load charge for orders of four (4) cubic yards or more. Bid prices shall be inclusive of all delivery, environmental, fuel, and other additional fees, with the exception of minimum load charges for orders of less than four (4) cubic yards (if applicable). No additional charges or fees of any kind will apply.

The City will award this bid to a Primary bidder. If possible, an award will also be made to a Secondary bidder to be used in the event the Primary bidder is unable to provide an item within a reasonable amount of time as determined by the City. The Secondary bidder shall be obligated to all applicable terms and conditions contained herein. By submitting a bid, all bidders agree to become Secondary bidder if determined as such by the City.

The awarded bidder must be able to provide delivery within a 24-hour period after receiving an order from the City.

INVOICES

The awarded bidder shall bill the City by submitting a detailed invoice that includes: business letterhead, remit address, the Blanket PO number, date of delivery, address of delivery, quantity and type of material ordered. Submit electronic invoices to accountspayable@tuscaloosa.com. City Supervisors shall verify contract rates and materials on all invoices prior to authorizing payment of invoices. Contractor will work with City personnel to set up separate bill-to accounts and/or locations for City departments as needed.

INDEMNIFICATION

To the maximum extent permitted by law, the Contractor shall save harmless, indemnify and defend the City, its officers, agents and employees from and against any and all claims and losses, cost, expense or liability including attorney's fees and litigation costs caused by, arising out of, resulting from, or occurring in connection with the performance of the work by the Contractor or any subcontractor, regardless of the fault, breach of contract, or negligence of the City, its officers, agents or employees excepting only such claims or losses that have been adjudicated to have been caused solely by the negligence of the City and regardless of whether or not the Contractor is or can be named a party in a litigation.

INSURANCE REQUIREMENTS

Workmen's Compensation: The Contractor shall provide and maintain during the term of any extensions of this contract Workmen's Compensation as required by Alabama Law for all its employees.

Comprehensive Automobile and Vehicle Liability Insurance: The Contractor shall maintain during the term of any extension of this Contract, Comprehensive Automobile and vehicle liability insurance. This insurance shall be written in Comprehensive form and public (including City employee) or damages to property of others (including City property) arising out of any act of the Contractor or any of its agents, employees, or subcontractors and shall cover both onsite and off-site operations under the contract and the insurance coverage shall extend to any motor vehicles or other related equipment irrespective of whether the same is owned, unowned or hired. The limits of liability shall not be less than \$1,000,000.00 (one million dollars) combined single limit or equivalent.

Proof of Carriage of Insurance: The Contractor shall furnish the City with satisfactory proof of carriage of the insurance required herein, in the form of an insurance certificate or if the City elects in the form of a policy. Insurance shall be in a form satisfactory to the City.

- (a) The Contractor's and any subcontractor's general liability and automobile liability insurance shall endorse the Owner (City of Tuscaloosa), its officers, agents and employees, as additional insured's for any claims arising out of work performed under this contract.
- (b) The Contractor's insurance endorsing the Owner and others as additional insured's shall be "primary" and non contributory as to such endorsed insured's.
- (c) **Cancellation:** The certificate and policy, as the case may be, shall state that the City shall be given thirty (30) days' written notice of cancellation or any change in the insurance coverage.

SPECIFICATIONS

CONCRETE SPECIFICATIONS

CLASS A

- Class A will meet the specifications of ALDOT Section 501 Class A mix
- Minimum 28-Day Compressive Strength – 3000PSI
- Maximum Water/Cementitious Material Ratio – 0.50
- Range of Total Air Content(%) – 2.5 – 6.0
- Slump – 3.0 in.
- Largest Nominal Maximum Aggregate Size – 1.0 in.
- Fiber and Calcium can be added per request.

CLASS C

- Class C will meet the specifications of ALDOT Section 501 Class C mix
- Minimum 28-Day Compressive Strength – 3000PSI
- Maximum Water/Cementitious Material Ratio – 0.55
- Range of Total Air Content(%) – 2.5 – 6.0
- Slump – 3.0 in.
- Largest Nominal Maximum Aggregate Size – 1.0 in.
- Fiber and Calcium can be added per request.

CLASS D

- Class D will meet the specifications of ALDOT Section 501 Class D mix
- Minimum 28-Day Compressive Strength – 3000PSI
- Maximum Water/Cementitious Material Ratio – 0.45
- Range of Total Air Content(%) – 2.5 – 6.0
- Slump – 7.0 in.
- Largest Nominal Maximum Aggregate Size – 1.0 in.
- Fiber and Calcium can be added per request.

READY-MIX CONCRETE

Bidder Company Name

BID NO. 9070-040224-1

Bidder Signature

BIDDER'S RESPONSE FORM

MESSAGE TO BIDDERS: Please review your bid documents for accuracy, completeness, required documentation, and necessary signatures before submitting. Please label the outer mailing/shipping package with the bid information as directed.

Line Item	Description	UOM	Unit Bid Price
1.	Class A Standard Mix	Cubic Yard	
2.	Class C Standard Mix	Cubic Yard	
3.	Class D Standard Mix	Cubic Yard	
4.	Fibers	Yard	
5.	2% Calcium	Yard	
6.	Minimum Load Charge – Loads less than or equal to 2 cubic yards	Per Load	
7.	Minimum Load Charge – Loads greater than 2 cubic yards but less than 4 cubic yards	Per Load	
Line Item	Description	Response	
8.	Does bid meet all specifications? Yes/No is required by the bidder. If answering no, bidder must include with their bid a full explanation of all exceptions.		

READY-MIX CONCRETE

Bidder Company Name

BID NO. 9070-040224-1

Bidder Signature

BIDDER'S RESPONSE FORM

MESSAGE TO BIDDERS: Please review your bid documents for accuracy, completeness, required documentation, and necessary signatures before submitting. Please label the outer mailing/shipping package with the bid information as directed.

BIDDER INFORMATION			
Company Name		Contact Name	
Email Address		Telephone Number	
Physical Business Address		Mailing Address for Payments	
Authorized Signature		Payment Terms	

Awarded bidder(s) will be required to obtain a City of Tuscaloosa business license in order to provide goods and/or services in response to this bid and subsequent contract(s). Inquiries regarding business license requirements should be directed to the City's Revenue & Financial Services Division at (205) 248-5200. Failure to obtain and maintain the required city business license(s) may result in rescinding of bid award and contract termination.

Note: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

FAILURE TO COMPLETE ALL OF THE ABOVE WITH AN AUTHORIZED SIGNATURE MAY SUBJECT BID TO REJECTION.