


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. 9070-100219-1								
PAGE 1 OF <u>6</u> PAGES	BIDS WILL BE OPENED AT 2:00 PM ON OCTOBER 2, 2019 IN THE OFFICE OF THE PURCHASING AGENT, 2201 UNIVERSITY BLVD. TUSCALOOSA, AL 35401 AND MAY NOT BE WITHDRAWN FOR <u>THIRTY (30)</u> DAYS AFTER SUCH DATE & TIME.		ISSUE DATE 09/18/2019								
 <p style="text-align: center;"><u>MAYOR</u> WALTER MADDOX</p> <p style="text-align: center;"><u>COUNCIL MEMBERS</u></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">PHYLLIS W. ODOM</td> <td style="width: 50%;">VACANT</td> </tr> <tr> <td>RAEVAN HOWARD</td> <td>KIP TYNER</td> </tr> <tr> <td>CYNTHIA LEE ALMOND</td> <td>EDDIE PUGH</td> </tr> <tr> <td>SONYA MCKINSTRY</td> <td></td> </tr> </table> <p style="text-align: center;"><u>PURCHASING AGENT</u> DAVID COGGINS</p>		PHYLLIS W. ODOM	VACANT	RAEVAN HOWARD	KIP TYNER	CYNTHIA LEE ALMOND	EDDIE PUGH	SONYA MCKINSTRY		<p>Vendor Information (SECTION TO BE COMPLETED BY VENDOR)</p> <hr/> <p>Company Name (Please Print)</p> <hr/> <p>Phone Number Fax Number</p> <hr/> <p>Email Address</p>	
PHYLLIS W. ODOM	VACANT										
RAEVAN HOWARD	KIP TYNER										
CYNTHIA LEE ALMOND	EDDIE PUGH										
SONYA MCKINSTRY											

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 David Coggins, 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.
- (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 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) 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.

(d) Prices quoted must be FOB Destination to Tuscaloosa with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.

(e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder shall result in a binding contract.

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.

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. 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.

The issuance of a City of Tuscaloosa Purchase Order or Purchasing Card is required to constitute a contract between the vendor and the City of Tuscaloosa, which shall bind the vendor to furnish and deliver the commodities and/or services ordered at the prices, terms, and conditions quoted.

Questions concerning the bid process should be directed to David Coggins at (205) 248-5186 or dcoggins@tuscaloosa.com (e-mail is preferred). Questions concerning Specifications should be directed to Amy Whitson at (205) 248-5251 or awhitson@tuscaloosa.com.

Any addendums 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.

Vendor to submit the following:

- Signed Special Conditions page
- Any necessary descriptive literature and/or specifications information as outlined above and/or elsewhere in this document
- Completed and signed Bid Information & Specifications pages
- Completed and signed Bidder's Response Form

NOTE: Sheet(s) submitted without Company Name & Signature WILL NOT be considered for bid award.

VENDOR MUST SUBMIT AN ORIGINAL BID AND ONE COMPLETE COPY OR THE BID MAY BE REJECTED.

Bid submissions shall be submitted in a sealed envelope and addressed to: David Coggins, 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. Failure to properly address and label sealed envelope may result in bid rejection.

BID INFORMATION & 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.

The term of this contract will be for a period of one year from date of award. Bid prices will remain firm through the life of the contract.

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.

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

INVOICES

Contractor(s) must be able to provide batch tickets to the City upon request. Contractor(s) are to bill the City monthly. Contractor(s) will work with City personnel to set up separate bill-to accounts and/or locations for City departments as needed.

INDEMNIFICATION

The Contractor agrees to protect, indemnify, defend, and save harmless the City, its present and future officials, officers, employees, agents, subcontractors, representatives, and assigns for any loss, claim, liability penalty, fine, forfeiture, demand, cause of action, suit and cost and expenses incidental thereto (including cost of defense, settlement and reasonable attorney’s fees), arising out of or relating to the Contractor’s negligence of willful acts or omissions relating to this operation except for occurrences caused by or arising out of the negligence or willful conduct of the City, its officers, employees and agents.

INSURANCE REQUIREMENTS

1. **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.

2. **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 million dollars combine, single limit or equivalent.

- 3. Proof of Carriage of Insurance: The Contractor shall furnish the City with satisfactory proof of carriage of 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 the form satisfactory to the City.**
- a. **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 of any change in the insurance coverage. Certificates shall not exclude liability for failure to notify nor shall it state “And never to notify” in lieu of what is required.**
 - b. **There shall be a statement that the Contract and any subcontractor waive subrogation as to the City, its officers, agents, and employees.**
 - c. **There shall be a statement that full aggregate limits apply for this contract.**
 - d. **Authorized representative of the Insurance Company shall certify that he/she is authorized to execute certificate and that coverage stated are correct and in compliance with the contract documents.**

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.**

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.

BID SUBMISSIONS			
Item	Description	Unit	Unit 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	\$

COMPANY NAME: _____

CONTACT PERSON: _____

COMPLETE MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

COPIES SUBMITTED:

_____ **VENDOR MUST SUBMIT AN ORIGINAL BID AND ONE COMPLETE COPY OR THE BID MAY BE REJECTED.**

Awarded bidder(s) may 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 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.