

Date Issued: December 28, 2015

Invitation to Bid No.: 16-011

The City of Decatur will accept sealed bids for the following material, equipment or services for the Engineering Department.

Description: **Concrete, Ready Mix**

**Bids must include 1 original and 1 copy**

**Bids must be received before 11:00 January 12, 2016.**

**Bid opening will be held on 7<sup>th</sup> Floor, Decatur City Hall.**

Return sealed bid to:

Regular Mail  
City of Decatur  
Purchasing Department  
P.O. Box 488  
Decatur, AL 35602

Courier  
City of Decatur  
Purchasing Department  
Third Floor  
402 Lee St., NE  
Decatur, AL 35601

I/We agree to furnish at the prices shown and guarantee that each item offered will meet or exceed all specifications, terms and conditions, and requirements listed. I herein affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise. I have read and understand all terms and conditions of this bid.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Typed/Printed Authorized Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's License No. (if required)

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

# PRICE SHEET

Opening Date: January 12, 2016

Invitation to Bid No.: 16-011

Opening Time: 11:00 AM  
7<sup>th</sup> Floor Decatur City Hall

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	See Attached for pricing				\$
TOTAL					\$

Prices quoted above in all bids for personal property shall be total delivered price.

- The bid bond IS NOT required for this IFB.
- Evidence of insurance IS NOT required for this IFB.
- Delivery can be made \_\_\_\_\_ days or \_\_\_\_\_ weeks after receipt of order.
- Terms: \_\_\_\_\_ (Discounts offered in payment terms will be considered in the bid evaluation)
- Prices valid for acceptance within \_\_\_\_\_ days (not to be less than 30 days)
- Contracts for services are let for a period of one year and may be renewed for up to two additional years, provided the terms of the contract do not materially change.
- Successful vendor shall bear all costs of transportation, packing, crating, delivery, installation, storage, F.O.B. destination; to the appropriate designated delivery location. The costs of delivery, cartage, temporary storage, off-loading costs, and insurance are the responsibility of the vendor. No charges other than those included in the bid response prices will be paid by the requisitioning department.

**NOTE: FOR THIS BID TO BE CONSIDERED RESPONSIVE, ALL INFORMATION REQUESTED SHOULD BE SUPPLIED, AS APPROPRIATE OR THE ENTIRE BID MAY BE DISQUALIFIED. BID RESPONSE MUST BE IN INK OR TYPED WITH THE ORIGINAL SIGNATURE INCLUDED.**

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Company

## STANDARD TERMS AND CONDITIONS

**IN ORDER TO SUBMIT A RESPONSIVE BID, IT IS VERY IMPORTANT THAT ALL TERMS AND CONDITIONS, SPECIFICATIONS AND INSTRUCTIONS ARE READ THOROUGHLY.**

Bid response envelopes shall be properly identified on the front with the invitation to bid number, opening date and time. Each individual invitation to bid shall be submitted in a separate sealed envelope. Multiple bid responses submitted in the same envelope/courier package (that are not in separate envelopes properly identified) shall be rejected. The Purchasing Department assumes no responsibility for late bid responses that occur due to the U.S. Postal Service or private courier service.

Bid responses and signature page must be submitted on this form in ink or typewritten or the bid will be rejected. Submit this **original and (1) copy** of the original with your response.

For a “no-bid” response, return the signature page signed and marked “no bid”. Non-response may result in removal from active bidders list.

The attached specifications are being provided to potential bidders as guidelines that describe the type and quality of equipment, supply, and/or service the City of Decatur is seeking to purchase. The bidder must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the bid.

Bid responses must be received in the office of the Purchasing Department not later than the date and time specified.

The Purchasing Department will not accept facsimile (fax) nor email transmissions of bids.

Changes or modifications of this Invitation to Bid are allowed only by written authority of the Purchasing Agent.

**Non Appropriation of Funds:** Continuation of any agreement between the City of Decatur and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the City as a result. The City will not incur liability beyond the payment of accrued agreement payment.

**Descriptive Literature:** Reference to brand names and numbers is not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality indicated will be considered, providing the bid clearly describes the item offered and indicates how it differs from the referenced brands. Descriptive literature on any supplemental information necessary for comparison purposes shall be submitted with the bid or the Purchasing Agent may reject the bid for that item. Reference to literature submitted with a previous bid, or on file with the Purchasing Department will not satisfy this requirement.

The City of Decatur reserves the right to modify all or any portion of this Invitation to Bid when the best interest of the City is involved. The City reserves the right to award this bid to a single vendor or multiple vendors when in the best interest of the City.

The City of Decatur reserves the right to seek clarification of bid responses from vendors submitting responses.

The City of Decatur is exempt from all Federal, sales and use taxes.

All bidders shall maintain such insurance as will protect bidder and the City of Decatur from claims under Workman's Compensation Acts and from claims for damage and or personal injury, including death, which may arise from the operation and/or fulfillment of the resulting contract of this Invitation to Bid. Insurance shall be written by companies authorized to do business in Decatur, Alabama. Evidence of insurance shall be furnished to the City of Decatur Purchasing Department with submitted bids when requested.

Any individual, company, or corporation doing business with the City of Decatur must possess and show proof thereof all proper licenses and/or proper certifications required by Federal, state and local statutes and regulations prior to award when requested.

The City of Decatur reserves the right to terminate any contract resulting from this bid for just and reasonable cause whereby it appears to be in the best interest of the City.

The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold the City of Decatur harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.

The successful bidder shall abide by all Federal, State, and Local Statutes, laws, regulations, and ordinances. Including but not limited to a current business license and remittance of sales tax owed to the City.

An electronic version of this bid is available on the City's website at [www.decaturalabamausea.com](http://www.decaturalabamausea.com) or by emailing [purchasing@decatur-al.gov](mailto:purchasing@decatur-al.gov). In order to decrease the evaluation time and insure award by the award date please enter your responses in the electronic version if possible, and return it with a hard copy with your bid response package.

The hard copy of the invitation to bid on file in the City of Decatur Purchasing office shall serve as the master document. Any alterations, deletions, additions or other changes that materially change the intent of the bid could be considered grounds for rejection of the bid response.

Exclusion of the electronic files in a bid response is not a basis for rejection.

**A BID RESPONSE MAY BE REJECTED IF:**

- Bids improperly submitted or identified
- Bid not signed or not original signature
- Requested information, or documentation not submitted with bid
- Failure to acknowledge receipt of addendum with bid
- Material alteration of the master document
- Invitation to bid number not on face of envelope
- Received late
- Bid response not on original form
- Bid not in ink or typed

**Section 34-8-8**

**Copy of chapter to be included in plans of owners, architects, and engineers; inclusion of license number on bid.**

(a) All owners, architects, and engineers preparing plans and specifications for work to be contracted in Alabama pursuant to this chapter shall include in their invitations to bidders, including but not limited to all public and private advertisements, and their specifications a copy of this chapter or the portions thereof as are deemed necessary to convey to the invited bidder, whether he or she is a resident or nonresident of this state and whether a license has been issued to him or her or not, the information that it will be necessary for him or her to show evidence of license before his or her bid is considered. Any person including an owner, architect, or engineer who violates this section shall be guilty of a Class B misdemeanor and shall for each offense of which he or she is convicted be punished, fined, or both, in accordance with Sections 13A-5-7 and 13A-5-12.

(b) All owners, architects, and engineers receiving bids pursuant to this chapter shall require the person, firm, or corporation to include his or her current license number on the bid. The owner, architect, and engineer shall reject all bids that do not contain the current license number of the general contractor submitting the bid. All persons who violate this subsection shall be guilty of a Class C misdemeanor and shall for each offense for which he or she is convicted be punished, fined, or both, in accordance with Sections 13A-5-7 and 13A-5-12.

**(Acts 1935, No. 297, p. 721; Code 1940, T. 46, §79; Acts 1959, No. 571, p. 1429; Acts 1996, No. 96-640, p. 1013, §1.)**

## **Bid Document Checklist**

<b>Items Required with Bid</b>	<b>Submission Requirements Check Sheet X = REQUIRED; BLANK=NOT REQUIRED</b>	<b>Items Submitted (Bidders Initials)</b>
<b>X</b>	<b>Envelope Sealed and Marked w/bid # on front</b>	
<b>X</b>	<b>Original Signatures on front page (in ink)</b>	
	<b>Bid Bond or Check</b>	
	<b>Addendum</b>	
<b>X</b>	<b>E-Verify form</b>	
	<b>Proof of Insurance</b>	
<b>X</b>	<b>Price Sheet Information Included</b>	
	<b>References</b>	
	<b>Catalog</b>	
<b>X</b>	<b>Send in on or before given time</b>	
	<b>Business License</b>	

- **PLEASE CALL OR EMAIL THE PURCHASING DEPT IF YOU HAVE ANY QUESTIONS ABOUT THE BID REQUIREMENTS (256) 341-4521/PURCHASING@DECATUR-AL.GOV.**

Notice: As a condition of contract, grant or incentive performance with the City of Decatur, compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act must be provided. Please enter the name of your company and your name and complete the affidavit below. Your signature must be notarized.

BUSINESS NAME: \_\_\_\_\_

APPLICANT'S NAME: \_\_\_\_\_

### **E-VERIFY AFFIDAVIT**

I am the applicant listed above. In my capacity as \_\_\_\_\_ of the business entity listed above, I do hereby execute this affidavit on behalf of the business listed above and, by executing this affidavit, I verify that business' compliance with Section 31-13-9 of the Code of Alabama, 1975, stating affirmatively that it does not knowingly employ, hire for employment or continue to employ an unauthorized alien. Further, the business has registered with and is participating and will participate during the performance of any contract with the City in the federal work authorization program known as "E-verify" web address <https://e-verify.uscis.gov/enroll> , operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P. L. 99-603, in accordance with the applicable provisions of Alabama's Immigration law.

The undersigned further represents that, should the business employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City, it will secure from such subcontractor(s) verification of compliance with Section 31-13-9 of the Code of Alabama, 1975, in a form substantially similar to this affidavit. The Business further agrees to maintain records of such compliance and provide a copy of each said verification on request of the City.

\_\_\_\_\_  
E-verify Employment Eligibility Verification User Identification Number

\_\_\_\_\_  
Applicant

Sworn to and subscribed before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Proposal of \_\_\_\_\_ (hereinafter called  
"BIDDER"), organized and existing under the laws of the State of  
\_\_\_\_\_, doing business as \_\_\_\_\_\*.

To the City of Decatur, City Hall, Lee Street, N.E., Post Office Box 488, Decatur, Alabama  
35602, hereinafter called "OWNER").

In compliance with your Advertisement for bids, BIDDER hereby proposes FURNISH AND  
DELIVER CONCRETE MATERIALS TO CITY OF DECATUR, ALABAMA, in strict accordance  
with the contract documents, within the time set forth therein, and at the prices stated  
below.

By submission of this BID, each BIDDER certifies for his own organization, that this BID  
has been arrived at independently, without consultation, communication agreement as  
to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date to be  
specified in the NOTICE O AWARD.

\_\_\_\_\_ have read and understand the bid items and have indicated  
a proposal for each item within the following proposal, and have compiled a total bid  
based on unit prices as follow:



BIDDER'S PROPOSAL FOR FURNISHING AND DELIVERING CONCRETE MATERIAL

Concrete test cylinders to be provided by the vendor at no cost to the City.

*NOTE: ALL ITEMS MUST BE QUOTED FOR YOUR BID TO BE RESPONSIVE*

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
1	Concrete 3000 PSI Min	1000	CY		
2	3000 PSI Min Concrete with Fibermesh Reinforcement	500	CY		
3	3000 PSI Min Concrete for exposed aggregate with dark river gravel	200	CY		
4	Concrete 3500 PSI Min	500	CY		
5	3500 PSI Min Concrete with Fibermesh Reinforcement	100	CY		
6	Special Mix Concrete 4000 PSI Min Concrete	100	CY		
7	Special Mix Concrete Flowable Fill	200	CY		
8	Expansion Joint Material	100	FT		
9	1% High Early Add Mixture	50	CY		
10	3% High Early Add Mixture	50	CY		
11	2% Pozzutec Add Mixture	50	CY		
12	1% Calcium Add Mixture	500	BG		
13	3% Calcium Add Mixture	500	BG		
14	Retardant Add Mixture	250	CY		
15	Cold Water Add Mixture	250	CY		

TOTAL BID BASED ON UNIT PRICES: \$ \_\_\_\_\_

The BIDDER, by execution hereafter, hereby agrees to furnish the hereinbefore described and specified CONCRETE MATERIALS at unit prices bid, with final contract amount, calculated from actual measured quantities. The quantities may be substantially increased or decreased at the discretion of the City with no liability incurred by the city.

AND, FURTHER, that we will be ready to begin furnishing Concrete Materials not later than ten (10) calendar days after notice to proceed and to deliver at locations directed by the City's Representative for unit prices bid, during a period of twelve (12) months from date of contract agreement.

AND, FURTHER that after Notice of Award, we hereby accept this contract proposal as being complete and binding if timely notices are performed by the City of Decatur, Alabama, as hereinbefore described.

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date