

This No. 4-1118 and the bid opening date must appear on the bid envelope.

**INVITATION TO BID**

**OFFICE OF CITY PURCHASING AGENT  
P O BOX 1111  
MONTGOMERY, AL 36101-1111  
November 9, 2017**

Gentlemen:

Sealed bids for **Concrete** will be received by the undersigned until 2:00 P.M. **November 29, 2017** in Room 1, Building 1941, 934 North Ripley Street, Montgomery, Alabama and be opened and read in Conference Room, Building 1941, 934 North Ripley Street, Montgomery, Alabama 36104. Bids may be hand carried or mailed however, it is the responsibility of bidders to assure that bids are received not later than 2:00 P.M. on the date indicated above. Bids received after this time will not be considered.

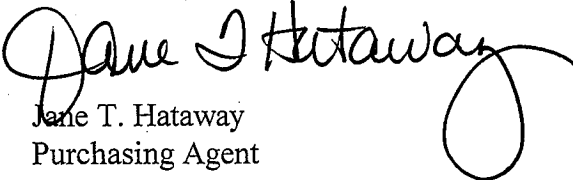
All quotations shall be F.O.B. Montgomery, Alabama and submitted on the attached bid form. Bidders are requested to fill out the bid form by typewriter, indelible pencil or ink and to express delivery in number of days. If you cannot furnish any of the items please return the attached bid form marked "NO BID".

The City of Montgomery reserves the right to reject any or all bids and the right to make an award in the best interest of the City of Montgomery.

No oral, telephonic, telegraph, facsimile proposals, modifications or alternate bids will be considered. Bids will not be considered from firms, individuals or the same owners of separate companies submitting more than one bid.

Questions regarding this solicitation may be directed to telephone number (334) 625-2610 and should be presented prior to bid opening.

Sincerely,

  
Jane T. Hataway  
Purchasing Agent

JTH/kb

Attachment.

1. Bid Form.
2. Special Provisions.

**BID FORM**

Mrs. Jane T. Hataway,  
 Purchasing Agent  
 P. O. Box 1111  
 Montgomery, Alabama 36101-1111

Dear Mrs. Hataway:

Submitted below is my firm bid on **Concrete** in accordance with your Invitation to Bid referenced above. Prices quoted are F.O.B. Montgomery, Alabama and the item (s) on which I am quoting are in exact accordance with the specifications with any exceptions listed below.

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXT. AMT.
1.	500 Yds	Fibermesh: Per Yard	\$ _____	\$ _____
2.	500 Yds	State Mixes: A-1A	\$ _____	\$ _____
3.	500 Yds	State Mixes: A-2A	\$ _____	\$ _____
4.	100 Yds	Flowable Fill	\$ _____	\$ _____
5.	5000 CY	Concrete: #3000	\$ _____	\$ _____
6.	1000 CY	Concrete: #4000	\$ _____	\$ _____
7.	1000 CY	Concrete: #5000	\$ _____	\$ _____
8.	200 CY	Concrete: w/1% Cal. Chl.	\$ _____	\$ _____
9.	500 CY	Concrete: w/2% Cal. Chl.	\$ _____	\$ _____
10.	250 CY	Pumping Price per Cubic Yard	\$ _____	\$ _____
11.	100 CY	Retarder	\$ _____	\$ _____
12.	8 Each	Set-Up Charge for Each Set-Up	\$ _____	\$ _____
13.	100 CY	Pozzutech 20	\$ _____	\$ _____
14.	100 CY	Pea Gravel	\$ _____	\$ _____

**TOTAL BID** \$ \_\_\_\_\_

NOTES:

1. Award will be made to the low responsible bidder after extension of unit prices based on estimated quantities and after totaling the extended prices of all fourteen (14) items.
2. The City of Montgomery reserves the right to accept or reject any or all bids within a minimum of 30 days after bids are opened.
3. **UNSIGNED BID FORMS WILL BE CAUSE FOR DISQUALIFICATION OF A BID.**
4. **PLEASE NOTE SPECIAL PROVISIONS ATTACHED.**
5. THE CITY OF MONTGOMERY REQUIRES THAT A BID BOND BY A RELIABLE SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF ALABAMA BE FILED WITH EACH BIDDER'S BID THAT EXCEEDS \$50,000.00. SUCH BOND SHALL BE FOR THE SUM OF FIVE PERCENT (5%) OF THE TOTAL BID. A CASHIERS CHECK PAYABLE TO THE CITY OF MONTGOMERY OR AN IRREVOCABLE LETTER OF CREDIT SHALL ALSO BE ACCEPTABLE.
6. **VENDORS SHOULD PROVIDE ONE ORIGINAL PRINTED HARDCOPY, CLEARLY IDENTIFIED AS SUCH, AND ONE (1) ADDITIONAL COPY OF THEIR BID.**
7. **BUSINESS OWNERSHIP:**  
**SMALL – LESS THAN 50 EMPLOYEES OR GROSS RECEIPTS LESS THAN \$1,000,000.00 PER YEAR, INDEPENDENTLY OWNED AND OPERATED.**  
\_\_\_\_\_ YES \_\_\_\_\_ NO  
**MINORITY AND WOMEN OWNED – AT LEAST 51% OWNED BY ONE OR MORE SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS AND WHOSE MANAGEMENT AND DAILY BUSINESS OPERATIONS ARE CONTROLLED BY ONE OR MORE OF THOSE INDIVIDUALS.**  
\_\_\_\_\_ YES \_\_\_\_\_ NO

EXCEPTIONS TO SPECIFICATIONS:

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Bid Date

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Terms of Payment & Discount

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Delivery Date Phone No

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Company

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Mailing Address Fax No.

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Email Address

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Printed Name)

## SPECIAL PROVISIONS

1. The City of Montgomery will require a minimum of thirty (30) days to make payment after receipt of the item (s) ordered.
2. The above estimated quantities represent the approximate annual needs of the City of Montgomery. The City of Montgomery makes no guarantee as to the amount of concrete to be used but does agree to purchase all concrete needs from the successful bidder.
3. All concrete ordered is to be delivered to job sites within the City limits of Montgomery, Alabama.
4. The successful bidder agrees to provide two-way radio contact between the City of Montgomery concrete crews and the concrete plant. Successful vendor shall furnish to the City of Montgomery Maintenance Department two (2) two-way radios.
5. The successful bidder agrees to provide concrete 12 hours after receipt of notice. Due to Special Projects successful bidder may be required to supply concrete seven (7) days per week and twenty-four (24) hours a day. Should the successful bidder not deliver within the 12 hours specified, the City of Montgomery may obtain the concrete elsewhere and charge the successful bidder for any excess over and above the price submitted on their bid.
6. That should the successful bidder be unable to provide concrete at an agreed upon item and place, the successful bidder will notify the City of Montgomery Maintenance Department prior to the agreed upon time of delivery.
7. The successful bidder agrees to provide two (2) copies of delivery tickets.
8. The City of Montgomery reserves the right to terminate the contract in the event of repeated delinquencies of delivery of concrete to the City of Montgomery.
9. Successful bidder must have a plant in operation within the Police Jurisdiction of the City of Montgomery at the time of the bid opening; said plant must be state approved.
10. Contract period will be for three (3) year period from date of award.
11. This contract may be canceled for the convenience of either party, by either party giving sixty (60) days notice to the other party.
12. The City of Montgomery reserves the right to order other mixes of concrete in addition to those listed on the Invitation to Bid as may be needed by the City.

## SPECIAL PROVISIONS

### NO. 1

THE CITY OF MONTGOMERY REQUIRES THAT A BOND BY A RELIABLE SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF ALABAMA BE FILED WITH EACH BIDDER'S BID THAT EXCEEDS \$50,000.00. SUCH BOND SHALL BE FOR THE SUM OF FIVE PERCENT (5%) OF THE TOTAL BID. A CASHIERS CHECK PAYABLE TO THE CITY OF MONTGOMERY OR AN IRREVOCABLE LETTER OF CREDIT SHALL ALSO BE ACCEPTABLE.

### NO. 2

CITY ORDINANCES MANDATE THAT ANYONE WHO TRANSACTS BUSINESS WITHIN THE CITY LIMITS OF MONTGOMERY BY ONE OR ALL OF THE FOLLOWING SITUATIONS IS SUBJECT TO OBTAIN A CITY BUSINESS LICENSE:

- 1) A physical location within the City.
- 2) A representative of your company calls on customer or solicits business within the City.
- 3) Merchandise is delivered into the City on a vehicle other than by common carrier.

BIDDERS FALLING WITHIN THE ABOVE CATEGORIES WILL BE REQUIRED TO OBTAIN A CITY OF MONTGOMERY BUSINESS LICENSE PRIOR TO ISSUANCE OF A CONTRACT OR PURCHASE ORDER.

BUSINESS LICENSE NO. \_\_\_\_\_

### NO. 3

Verification of E-Verify Enrollment in accordance with the Beason-Hammon Act.

## SECTION 9

-The attached form should be completed and signed. Attach to it verification of your enrollment in E-Verify or letter of exemption.

**RFP/PROCUREMENT STATEMENT OF COMPLIANCE WITH THE BEASON-  
HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT AS  
AMENDED**

*This form with attachment is to be returned with the response to any RFP or other form of procurement and is to be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the State of Alabama.*

State of \_\_\_\_\_  
County of \_\_\_\_\_

“As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the State of Alabama, I hereby state that in my capacity as

\_\_\_\_\_ (state position) for \_\_\_\_\_  
\_\_\_\_\_ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.”

I further assert that said business entity/employer/contractor is enrolled in the E-Verify program if enrollment is not eligible to enroll because of the rules of that program or other factors beyond its control.  
*(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)*

\_\_\_\_\_  
Signature

**ATTACHMENT: VERIFICATION OF E-VERIFY ENROLLMENT.**

THIS FORM PROVIDED FOR COMPLIANCE WITH SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) (b).and (c) as amended.

11/9/2017