

Date Issued: May 5, 2016

Bid No.: 16-028

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

Description: **Asphalt-Plant Mix-Hot**

Bids must be received before 1:00 PM, May 24, 2016.

Bid opening will be held in the Purchasing Department, 3rd floor conference room.

Include (1) original and (1) copy of the bid shall be submitted.

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

Email

Telephone

PRICE SHEET

Opening Date: May 24, 2016

Invitation to Bid No.: 16-028

Opening Time: 1:00 PM

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

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

- A bid bond IS NOT required.
- Evidence of insurance IS NOT required.
- 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.

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. 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 submitted without signature will be rejected. **(1) Original and (1) copy** of the bid shall be submitted.

For a "no-bid" response, return the signature page signed (or reply to e-mail) marked "no bid". Repeated Non-response will 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 cannot accept fax or e-mail 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 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.

All Contractor employees engaged in providing direct service or work done for the city shall be legally entitled to do so and must be verified through "e-Verify" or similar service.

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 City of Decatur reserves the right to award this bid to a single vendor or multiple vendors.

The successful bidder shall abide by all Federal, State, and Local Statutes, laws, regulations, and ordinances.

An electronic version of this bid is available on the City's website at www.decaturalabamama.com or by emailing 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.

Bid Document Checklist

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

PLEASE CALL OR EMAIL THE PURCHASING DEPT IF YOU HAVE ANY QUESTIONS ABOUT 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: _____

SPECIAL TERMS & CONDITIONS

The Hot Plant Mix Asphalt, hereinafter "asphalt", shall have a design mix of 6.5%, with an AC-10 grade of oil binder, and a ½ inch maximum crushed gravel material size. At the time the City takes possession of the asphalt at the Supplier's plant, the temperature of the asphalt shall be between 180° F and 260° F.

Each Supplier shall submit their bid on the attached "Bid Response Form" which shall include the asphalt pickup locations and a price per ton for asphalt supplied at each location. The price per ton shall include all costs, including any costs for weighing the asphalt and loading it into City vehicles.

The total amount of each Supplier's bid, for bid evaluation purposes, shall be determined by multiplying the price per ton for each pickup location by 1,000 tons. If there is an error in the total calculation the unit price shall prevail. The Total Bid Price is for bid evaluation purposes only. Actual payments will be based on the listed price per ton for the actual amount of material received by the City from the above pickup locations.

NOTE: A PRICE MUST BE QUOTED FOR EACH ITEM FOR AT LEAST ONE LOCATION OR YOUR BID WILL BE NON-RESPONSIVE

EACH ITEM MUST BE QUOTED FOR AT LEAST ONE LOCATION FOR YOUR BID TO BE RESPONSIVE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Bituminous Plant Mix Pavements 416 Surface Treatment (FOB Plant)	1000	TON	_____	_____
2	Bituminous Plant Mix Pavements 414 Binder (FOB Plant)	1000	TON	_____	_____

List Primary Location for Pick-Up: _____

List Additional Locations for Pick-Up, if available, and pricing if different from Primary Location

Location: _____

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Bituminous Plant Mix Pavements 416 Surface Treatment (FOB Plant)	1000	TON	_____	_____
2	Bituminous Plant Mix Pavements 414 Binder (FOB Plant)	1000	TON	_____	_____

Location: _____

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Bituminous Plant Mix Pavements 416 Surface Treatment (FOB Plant)	1000	TON	_____	_____
2	Bituminous Plant Mix Pavements 414 Binder	1000	TON	_____	_____

Location: _____

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Bituminous Plant Mix Pavements 416 Surface Treatment (FOB Plant)	1000	TON	_____	_____
2	Bituminous Plant Mix Pavements 414 Binder (FOB Plant)	1000	TON	_____	_____