

CITY OF JASPER, ALABAMA  
P. O. Box 1589  
400 19<sup>th</sup> Street West  
Jasper, Alabama 35502

Date: January 6, 2017

Bids to be opened at 11:00 A.M.  
Date: February 13, 2017

To Whom It May Concern:

Sealed bids will be received by the City of Jasper, Alabama, at Purchasing Agent's office in Jasper, Alabama, until the above time and date, and then opened as soon thereafter as practicable.

\_\_\_\_\_  
Derleda Abrom, Purchasing Agent  
City of Jasper, Alabama

Specifications: **RED ROCK**

**SEE ATTACHED SHEETS**

\_\_\_\_\_  
If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. Tax exemption certificates furnished upon request. City reserves the right to accept or reject all bids or any portion thereof.

TO BE COMPLETED BY BIDDER

We are in position to furnish the above at the prices shown and can make shipment within \_\_\_\_\_ calendar days after receipt of order. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the Bidder.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

\_\_\_\_\_  
Name of Firm

By \_\_\_\_\_  
Name

Title \_\_\_\_\_

(Bids made out in pencil will not be accepted.)

**ALL BIDDERS MUST USE OUR BID FORM AND SHOW ON ENVELOPE THE OPENING DATE.**

# **CITY OF JASPER, ALABAMA**

## **RED ROCK**

### **SPECIFICATIONS**

#### **SCOPE:**

This is to establish a contract for acquisition of Red Rock, to be used by the City of Jasper. The total quantity of usage under the contract is not known. Orders will be placed, as the City of Jasper has need. All bids may be held for a period of sixty days after bid opening before awarding the contract. Bids will be evaluated by item and/or total and may be awarded by item, group or total whichever is in the best interest of the City. The contract period shall be for a twelve-month period from the date of the contract award with an option to issue a second and third contract with the same pricing, terms and conditions and agreement by both parties for a second and third twelve-month periods.

The intent of this bid is to establish an agreement with qualified Suppliers for these products to be delivered to the City or provided for pick up, whenever ordered during a twelve-month period. This will be a multi-Supplier agreement whereby, should the primary Supplier be unable to fulfill the City's order in the time frame requested; the City reserves the right to use another Supplier. Please indicate if you would like to be a secondary Supplier.

Please bid each item listed on the following page with a delivered price and picked up price per ton (bid price must include all charges including freight). Each bidder must be able to deliver within two working days of receipt of order. Evaluation for the picked up price will be with the cost of delivery by a third party added in to determine the lowest responsible bidder.

Bidder shall complete every space in the specification bidder proposal column with a price per item. If an item is left blank, the City will assume the bidder cannot meet specifications and can cause rejection of bid. Any exceptions to specifications or conditions must be listed on a separate sheet and attached to bid proposal.

All bids/proposals shall be submitted in the form and manner indicated by the bid documents and bid forms. Any bid /proposal which is not submitted in form and manner indicated which contains information, statements, conditions, or qualifications which place conditions or qualifications on the bid submittal for the purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously by written addendum from Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive and shall be rejected. Any proposals that do not fully respond to all detailed specifications or requests for information including execution of proposal forms may be declared "non-responsive" and recommended for rejection.

The City reserves the right to waive minor variances from the specifications, provided these differences do not violate the specification intent, materially affects the operation for which the item or items are being purchased, nor increase the estimated maintenance and repair cost to the City. Whenever in this invitation, any particular material, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description only, and will be deemed to be followed by the words, "or equal". Bidder to show that the alternative product is, in fact, equal to the product required in the specifications must provide proof satisfactory to the City.

Bid will be awarded to the lowest responsive and responsible bidder. The determination of lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, compatibility as required, other costs, or other

objective and accountable factors which are reasonable. The City of Jasper will reserve the right to reject any and all bids.

The City reserves the right to terminate this agreement with ten (10) days written notice if the successful Bidder fails to perform in a manner deemed acceptable to the City. Upon delivery of such notice by the City to the successful Bidder, the successful Bidder shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. Contractor will be considered in default of contract if/when they have not delivered the before mentioned responsibilities for a period of two scheduled dates. As soon as practicable after receipt of notice of termination, the Bidder shall submit a statement to the City for payment of that portion of the agreement successfully performed.

The successful Bidder's rights and duties awarded by the agreement may not be assigned to another without the written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assignor of the liability in the event of default by the assignee. Any disputes over the interpretation and and/or performance of conditions or responsibilities shall be resolved at sole discretion of City Purchasing Agent.

Supplier shall obtain any and all federal, state and local permits and licenses required to execute the project as described. Supplier further agrees to abide by all applicable federal, state and local codes, regulations statutes, ordinances and laws including but not limited to Equal Employment, Anti-Discrimination, Immigration, Wage and Salary, Drug Free Workplace and Disability.

The relationship of the Supplier and employees to the City is that of independent contractors and not of employees of the City. Supplier and employees shall not be entitled to any benefits that accrue to an employee of the City and shall not be covered by Workers' Compensation, leave, retirement, and group health insurance. Supplier assumes responsibility for injuries occurred by employees and will provide the City with procedures on handling such if necessary.

All requests for interpretation of any portion of bid may be made by telephone or email to the City Purchasing Agent. All replies will be given verbally or email and a copy of any inquiry and advise, if deemed vital by Purchasing Agent, will be made available to each prospective bidder

**THE CITY COUNCIL IN ACCORDANCE WITH STATE LAW SECTION 41-16-50(A) ESTABLISHED A LOCAL PREFERENCE ZONE FOR VENDORS HAVING A PLACE OF BUSINESS IN THE LIMITS OF WALKER COUNTY. VENDORS IN THIS ZONE WILL BE GRANTED A THREE PER CENT PREFERENCE RATE OVER VENDORS NOT IN THIS ZONE.**

## **CONTACT INFORMATION**

Any questions please contact:

Derleda Abrom, Purchasing Agent  
E-mail: [dabrom@jaspercitey.com](mailto:dabrom@jaspercitey.com)  
Phone: (205) 221-2100

**STONE SPECIFICATIONS**

<u>DESCRIPTION</u>	<u>APPROXIMATE SIZE</u>	<u>DELIVERED</u>	<u>PICKED UP</u>
ADOT # 78	½" - # 4	_____	_____
ALDOT #1	1" - 2"	_____	_____
INFIELD SIZE	Fine	_____	_____

**Bidder/Company Name:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, & Zip:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Cell:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_