

BIRMINGHAM WATER WORKS

August 20, 2024

Bid: 24-03-10

Subject: Invitation to Bid

Prospective Bidders:

Sealed bid packages for **Traveling Screens for Cahaba Pumping Station** will be received in the Purchasing Department of the Birmingham Water Works Board, located at 3600 First Avenue North, Birmingham, Alabama 35222, until 10:00 a.m. (CST), August 29, 2024, at which time and place they will be publicly opened and read. All potential suppliers must receive an executed copy of the applicable Receipt of Bid Package from the BWW Purchasing Department before their bid package may be considered responsive, pending evaluation of appropriate staff.

"Specifications and Conditions" and "Bid Forms" are attached, and all bids shall be F.O.B. destination, freight prepaid, and at no charge. One copy of the bid form should be returned, and the bidder should retain a copy.

The Board reserves the right to reject any bids submitted, waive any informalities and technicalities. The Board reserves the right to select one or more suppliers for award by way of awarding all items to one supplier, individual line items to one or more suppliers, or subcategories of products/services to one or more suppliers when to do so is in the best interests of the Board. The Board reserves the right to award the bid on an individual or total cost of bid basis. The Board reserves the right to cancel this bid within thirty (30) days with written notice.

The Board reserves the sole right to award contracts to the lowest responsive and responsible supplier(s) as described in the solicitation documentation. The initial term of the contract shall be for a period of one (1) year from date of award and prices quoted shall remain effective for that period. The Board reserves the sole right to extend any of the applicable contracts for additional one (1) year periods or as allowable per State of Alabama law. The Board reserves the right to cancel the contract due to non-satisfactory performance or if the awarded supplier is found to violate the terms and conditions or does not correct any violations of specifications within two days after giving notice. The Board reserves the right to RE- BID. The Board reserves the right to enter into a month-to-month contract once the contract has ended, at the current prices, until the next bid has been awarded with the mutual consent of applicable parties.

All bid packages must be hand delivered to the BWW Purchasing Department, which is located at 3600 First Avenue North, Birmingham, Alabama 35222. The bid packages must be directed to the attention of the Purchasing Manager, and marked in the lower left-hand corner of the envelope as follows: **"Bids for "Traveling Screens for Cahaba Pumping Station due on August 29, 2024, at 10:00 a.m. (CST)"** at which time and place they will be publicly opened and read.

Cordially,



Jonathan Jett,
Purchasing Superintendent



Solicitation Name: **Traveling Screens for Cahaba Pumping Station**
Solicitation Number:

1. Introduction

1.1. Purpose of Procurement

Pursuant to State of Alabama Code this solicitation request is being issued to establish a contract with one or more qualified suppliers who will provide **Traveling Screens for Cahaba Pumping Station** to the Birmingham Water Works (hereinafter, "the BWW") as further described in this solicitation.

The BWW reserves the right to purchase from the any State of Alabama contract or an approved cooperative purchasing agreement if it is more economical and/or in the BWW's best interest.

1.2. Overview of the Solicitation Process

The objective of the solicitation is to select one or more qualified suppliers (as defined by Section 1.1 "Purpose of the Procurement") to provide the goods and/or services outlined in this solicitation to the BWW. This solicitation process is being conducted to gather and evaluate responses from supplier(s) for potential award(s). All qualified suppliers are invited to participate by submitting responses, as further defined below.

NOTE TO SUPPLIERS: The general instructions and provisions of this document have been drafted with the expectation that the BWW may desire to make one award or multiple awards. For example, this document contains phrases such as "contract(s)" and "award(s)". Please refer to Section 1.1 "Purpose of the Procurement" and Section 6.6 "Selection and Award" for information concerning the number of contract awards expected.

1.3. Schedule of Events

The schedule of events set out herein represents the BWW's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the solicitation will be publicly posted prior to the closing date of this solicitation. After the close of the solicitation, the BWW reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, award, and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of Solicitation	As published per per state law.	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.4.	8/27/2024	3:00 p.m. CST
Bidders/Offerors' Conference Location: Birmingham Water Works Cahaba Pumping Station 2910 Sicard Hollow Road Birmingham, AL 35242 Attendance is Mandatory	8/26/2024	10:00 a.m. CST
Responses to Written Questions	8/28/2024	10:00 a.m. CST
Bids Due/Close Date and Time	8/29/2024	10:00 a.m. CST



Bid Evaluation Completed (on or about)	One to Two Weeks after Close Date	N/A
Finalize Contract Terms	Two to Three Weeks after Close Date	N/A

1.4. Official Issuing Officer (Procuring Agent)
Jonathan Jett
Jonathan.Jett@bwwb.org (email address)

1.5. Definition of Terms

Please review the following terms:

- Awarded Supplier- The supplier with whom the BWW will source products and/or services from as a result of the awarded contract and/or BWW issued PO
- Birmingham Water Works Board – the governmental entity identified in Section 1.1 “Purpose of Procurement” of this solicitation
- Birmingham Water Works Nine Member Voting Board of Directors- The awarding authority for BWW.
- Board- Birmingham Water Works Nine Member Voting Board of Directors
- Contract Amendment Form- a BWW issued document that adds, deletes, corrects, and/or modifies items such as contract extensions, terms revisions, increase or decrease of commodities, assignments, delegations of approval bodies, etc...
- Historically Underutilized Business- A business formed for the purpose of making a profit and is at least 51% owned, operated and/or controlled by one or more American citizens or permanent resident aliens who are: Minority Business Enterprise (MBE); Women’s Business Enterprise (WBE); Disadvantaged Business Enterprise (DBE) and Disable Veteran Business Enterprise (DVBE); (herein sometimes collectively referred to as HUB)
- HUB Forms- Any document that captures information to determine if a company has received the verifiable status of Minority Business Enterprise (MBE), Women’s Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), or Disable Veteran Business Enterprise (DVBE). All HUB Forms are verified and approved by the Birmingham Construction Industry Authority
- Supplier(s) – companies desiring to do business with the BWW

1.6. Contract Term and Renewal

Award shall be made to the lowest responsive and responsible supplier(s) as described in Section 6 of this document. The initial term of the contract shall be for a period of one (1) year from date of award and prices quoted shall remain effective for that period. The Board reserves the sole right to extend any applicable contract(s) for additional one (1) year periods or as allowable per State of Alabama law.

All contract renewals must be approved by the Board. Before the contract end date, the BWW shall submit a Contract Amendment Form to the awarded supplier(s). The Contract Amendment Form may include any mandatory or implicative contract changes from BWW

2. Instructions to Suppliers

By submitting a response to the solicitation, the supplier is acknowledging that the supplier:

1. Has read the information and instructions,
2. Agrees to comply with the information and instructions contained herein.

2.1. General Information and Instructions



2.1.1. Restrictions on Communicating with BWW Personnel

From the issue date of this solicitation until the award is approved by the Birmingham Water Works Nine Member Voting Board of Directors, suppliers are not allowed to communicate for any reason with any BWW Personnel except through the Issuing Officer named herein, the Issuing Officer's designee, or during the Bidders/Offerors' conference (if any), or as defined in this solicitation or as provided by existing contract(s). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The BWW reserves the right to reject the response of any supplier violating this provision.

2.1.2. Attending Bidders/Offerors' Conference

The Bidders/Offerors' conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.4 "Schedule of Events". Unless indicated otherwise, attendance is not mandatory, although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the supplier must attend the conference in its entirety to be considered eligible for contract award. The supplier is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The BWW reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all suppliers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

2.1.3. BWW's Right to Request Additional Information - Supplier Responsibility

Prior to an award, the BWW must be assured that the selected supplier has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the BWW, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the BWW is unable to assure itself of the supplier's ability to perform, before award, the BWW shall have the option of requesting from the supplier any information deemed necessary to determine the supplier's responsibility. If such information is required, the supplier will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

2.1.4. Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the solicitation will not be considered. Responses must be complete in all respects, as required in each section of this solicitation.

2.1.5. Rejection of Responses; BWW's Right to Waive Immaterial Deviation

The BWW reserves the right to reject any or all responses, to waive any irregularity or informality in a response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the BWW. It is also within the right of the BWW to reject responses that do not contain all elements and information requested in this solicitation. A response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the solicitation requirements, which determination will be made by the BWW on a case-by-case basis.

2.1.6. BWW's Right to Amend and/or Cancel the Solicitation



The BWW reserves the right to amend this solicitation. Any revisions will be made in writing prior to the solicitation closing date and time. By submitting a response, the supplier shall be deemed to have accepted all terms and agreed to all requirements of the solicitation (including any revisions/additions made in writing through an addendum posted by BWW, prior to the close of the solicitation whether or not such revision occurred prior to the time the supplier submitted its response. THEREFORE, EACH SUPPLIER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED SOLICITATION AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE SUPPLIER'S RESPONSE PRIOR TO THE CLOSE OF THE SOLICITATION. The BWW reserves the right to cancel and if desired, re-advertise this solicitation at any time.

2.1.7. Costs for Preparing Responses

Each response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process is the sole responsibility of the supplier. The BWW will not provide reimbursement for such costs.

2.1.8. Quantities or Estimates of Products and Services

The quantities specified herein are estimates based upon current consumption and projected demand for the next contract year and shall not be construed to represent an amount which the BWW shall be obligated to utilize or purchase. The exact amounts ordered may be more or less and subject to BWW's actual needs. The responding supplier acknowledges and agrees that the BWW will only be responsible for the commodities and/or services actually purchased and/or consumed.

2.1.9. Permits and Licensing

The awarded supplier shall be responsible for obtaining all permits, licenses, certifications, bonds, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. All fees must be included in the contract amount and paid by the awarded supplier. **All responding Suppliers must provide a valid copy of their business license. If bid is over \$50,000.00 a General Contractors license in the State of Alabama is required.**

2.1.10. Use of Subcontractor(s)

Except as may be expressly agreed to in writing by the BWW, the awarded supplier shall not subcontract, assign, delegate, or otherwise permit anyone other than the supplier's personnel to perform any of supplier's obligations under the executed contract.

BWW will provide an exception to allow manufacturers of traveling screens who do not hold a General Contractors license (if required) to subcontract work required for removal, installation, or other aspects of the resulting award. Any potential suppliers utilizing this exception must provide a memorandum explaining who they intend to subcontract the work through and include a copy of the subcontractor's General Contractors license.

No subcontract which the awarded supplier enters into with respect to performance of obligations or work assigned under the BWW awarded contract shall in any way relieve the supplier of any responsibility, obligation, or liability under the contract which may be awarded from this solicitation.

All restrictions, obligations, and responsibilities of the supplier under the awarded contract shall also apply to any subcontractor(s) that may be sourced by the supplier. Any contract with a



subcontractor must preserve the rights of the BWW. The BWW shall have the right to request the removal of a subcontractor from the awarded contract with or without cause.

2.1.11. Supplier Performance

In the event the BWW deems it expedient to perform service(s) or source alternate similar/like products(s) which have not been provided by the supplier as required by the awarded contract, or to correct work which has been inadequately performed by the supplier as required in the solicitation documents, BWW reserves the sole right to procure services and/or products from another source and may charge the difference between the contract and the substitute contract to the defaulting supplier.

The BWW reserves the right to inspect the manufacturing and/or service development process of any awarded supplier's products and/or services.

2.1.12. Supplier Warranties

The awarded supplier represents and warrants that the goods and services provided in accordance with this solicitation will appear and operate in conformance with the terms and conditions of the finalized contract.

All goods delivered by awarded supplier to the BWW shall be free from any defects in design, material, or workmanship. If any goods offered by the awarded contractor are found to be defective in material or workmanship, or do not conform to supplier's warranty, the BWW shall have the option of returning, repairing, or replacing the defective goods at awarded supplier's expense. Payment for goods shall not constitute acceptance. Acceptance by the BWW shall not relieve the awarded supplier of its warranty or any other obligation under the finalized contract.

The awarded supplier represents and warrants that title to any property assigned, conveyed or licensed to the BWW is good and that transfer of title or license to the BWW is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance.

The awarded supplier represents and expressly warrants that all aspects of the goods and services provided or used by it shall at a minimum conform to the standards in the supplier's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the finalized contract, which shall take precedence.

2.1.13. Priority Customer Status

By submitting a Cost Worksheet response to this solicitation, supplier understands and acknowledges that the BWW provides water services that are essential to the health and welfare of the public. Failure of an awarded supplier to provide materials under any awarded contract issued pursuant to this solicitation may jeopardize the BWW's ability to provide timely services, which may affect the health and welfare of the public served by the BWW. In the event of product shortages at any level of the production to delivery chain, awarded supplier(s) agrees and affirms that the BWW will be given the earliest possible notice of supply chain issues and the highest priority for allocation of the item(s) listed herein. To the extent that awarded supplier(s) must prioritize and/or allocate delivery among its customers, the requirements of the BWW will be honored before contract items are provided to a customer with no obligations with regard to the public health and welfare.



2.1.14. Silence of Specifications

THE APPARENT SILENCE OF SPECIFICATIONS AS TO ANY DETAIL OR TO THE APPARENT OMISSION FROM IT OF A DETAILED DESCRIPTION CONCERNING ANY POINT, SHALL BE REGARDED AS MEANING THAT ONLY THE BEST COMMERCIAL PRACTICES ARE TO PREVAIL.

2.2. Submittal Instructions

2.2.1. Solicitation Review

Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the documents or opening provided links or documents should be reported immediately to the Issuing Officer (Section 1.4).

2.2.2. Preparing a Response to The Solicitation

1. The BWW will not be responsible for the supplier's misunderstanding of the scope of work or any terms and conditions of the solicitation. The BWW will not be responsible for oral interpretations of this solicitation. Supplier's questions and/or comments concerning lack of clarity, defects and questionable or objectionable material in the solicitation must be submitted in writing to and received by the Issuing Officer, or their designee, no later than the deadline for questions date noted on the Schedule of Events (Section 1.3). Questions must specify the Section(s), paragraph(s), and page number(s) to which the question refers.
2. Use the BWW provided worksheets to prepare your response. Unless otherwise directed, do not insert "see attached document" (or similar statements) in the worksheet to reference separate documents. Please review and confirm that the most competitive response has been provided.
3. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
4. Proofread your response and make sure it is accurate and readily understandable.
5. Label any and all documents using the corresponding section numbers of the solicitation or any other logical name so that the BWW can easily organize and navigate the supplier's response

3. Instructions to Suppliers

This section contains general business requirements. By submitting a response, the supplier is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the supplier's submitted Cost Worksheet.

3.1. Standard Insurance Requirements and Bonding Insurance

Suppliers shall not commence any work until all the insurance as provided herein is obtained nor until the BWW has approved such insurance. Certificates issued by the Supplier's Insurance Company must be filed with the BWW before any work is commenced as evidence of the insurance as provided herein. Such certificates must contain a clause stating that the Insurance Company will notify the BWW ten days prior to any change, cancellation, or renewal of the Supplier's insurance.

1. Workmen's Compensation Insurance: The Supplier shall carry Workmen's Compensation Insurance during the life of the Contract to insure statutory liability to their employees.
2. Comprehensive General Liability and Property Damage: The Supplier shall carry Comprehensive General Liability and Property Damage Insurance during the life of the contract covering all of the



Supplier's own operations. The limits shall not be less than \$1,000,000 for bodily injury and \$500,000 for property damage.

3. Comprehensive Automobile Liability and Property Damage: The Supplier shall carry Comprehensive Automobile Liability and Property Damage Insurance during the life of the contract covering supplier's own automobile equipment and if any, supplier hired and non-supplier owned vehicles. The limits shall not be less than \$100,000 for each person, \$300,000 each accident for bodily injury, and \$100,000 for property damage.

Bonding

1. Bid Bond. An **original** bid bond is required in the amount of five (5) percent of the total price on the Cost Worksheet but the amount required shall not exceed \$10,000.00. Any bid submitted without an original bid bond will not be considered. Such Bid Bond shall be an original document in the form of a firm commitment. The original Bid Bond must be either a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama. A company check is not an acceptable bid bond. Bid bonds shall be retained by the BWW until such time as a contract is executed and a purchase order is issued.
2. Performance Bond. The awarded supplier(s) shall be required to furnish a performance bond to the BWW for the faithful performance of the contract in an amount equal to the **total contract amount**. The performance bond shall be issued by a Corporate Surety authorized to do business within the State of Alabama.
3. Payment Bond. The awarded supplier(s) shall be required to furnish a bond to secure payment of all claims for materials furnished and/or labor performed by a subcontractor in the event one or more subcontractors are utilized by the awarded supplier in performance of the project. The payment bond shall be in amount equal to 50% the **total contract amount**.

3.2 Proposal Certification

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted Cost Worksheet constitutes an offer, which if accepted in writing by the BWW, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the supplier and the BWW; and
2. That the supplier guarantees and certifies that all items included in the supplier's response meet all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the response submitted by the supplier shall be valid and held open for a period of **ninety (90) days** from the final solicitation closing date and that the supplier's offer may be held open for a lengthier period of time subject to the supplier's consent; and
4. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
5. That any provision of the State of Alabama Code has not been violated and will not be violated in any respect.



4. Solicitation Bid Factors

This section contains the detailed technical requirements and related services for this solicitation. The BWW has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The BWW will not tailor these needs to fit a particular solution a supplier may have available; rather, the suppliers shall propose to meet the BWW's needs as defined in this solicitation. All claims shall be subject to demonstration. Suppliers are cautioned that conditional responses/bids, based upon assumptions, may be deemed non-responsive.

Unless requested otherwise, all responses must be provided within the provided forms included with this solicitation.

4.1. Introduction

All of the items described in this section are service levels and/or terms and conditions that the BWW expects to be satisfied by any awarded supplier. Each supplier must indicate its willingness and ability to satisfy these requirements in the supplier's submitted response.

Unless otherwise specified, references to brand name or trade name/mark products are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified and are determined by the BWW to meet its needs in all respects. Each supplier's response must indicate the brand name, model, and/or series number of the product offered and include such specifications, catalog pages, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

4.2. Mandatory Requirements

As noted in the preceding section, this solicitation contains mandatory requirements (e.g., product specifications, service or quality levels, staff requirements, experience, or license requirements, etc.) which must be met by the supplier in order for the supplier to be considered "responsive" and, therefore, eligible for contract award. These mandatory requirements will be defined in one or more of the following ways:

1. Requirements in this solicitation document
2. Requirements contained in any attachment to this solicitation, such as HUB Documents, EEO Report, Certification of Non-Discrimination, Debarment Form, any BWW requested bonds, and the Cost Worksheet

5. Cost Worksheet

Each supplier is required to submit pricing as part of their response.

5.1. General Pricing Rules

By submitting a response, the supplier agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted pricing must include all costs of performing pursuant to the resulting contract; and
2. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the solicitation, will be treated as non-responsive and may not be considered for award; and
3. The supplier is required to provide net prices. In the event there is discrepancy between a supplier's unit price and extended price, the unit price shall govern;
4. The prices quoted and listed in the response shall be firm throughout the term of the resulting contract, unless otherwise noted in the solicitation or contract; and



5. Unless otherwise specified in any terms and conditions issued by the BWW to the solicitation, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted cost; and
6. Unless expressly permitted by the solicitation, responses containing provisions for late or interest charges will not be awarded a contract. Suppliers must "redact" any such provisions in their submitted forms; and
7. Responses containing prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the solicitation; and
8. Unless permitted by the solicitation, responses requiring payment from the BWW in less than thirty (30) days will be considered non-responsive; and
9. The BWW is exempt from certain taxes and no provision for such taxes should be included in the supplier's response.

5.2 Cost Structure and Additional Instructions

BWW's intent is to structure the cost format in order to facilitate comparison among all suppliers and foster competition to obtain the best market pricing. Consequently, the BWW requires that each supplier's cost be structured as directed in the solicitation. Additional alternative cost structures will not be considered. Each supplier is hereby advised that failure to comply with the solicitation instructions, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the supplier's response.

Enter all information directly into the Cost Worksheet(s). Enter numbers on each cost sheet in "number" (two-place decimal), not "currency" or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no offer".

6. Evaluation and Award

All timely responses will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the most competitive bid. Once the evaluation process has been completed, the apparent successful supplier(s) will be required to enter into discussions with the BWW to resolve any exceptions to BWW's contract.

6.1. Administrative/Preliminary Review

First, the responses will be reviewed by the Issuing Officer, or their designee, to determine compliance with the following requirements:

1. Response was submitted by deadline
2. Response is complete and contains all required documents

6.2. Evaluating Bid Factors

If the supplier's response passes the Administrative/Preliminary Review, the supplier's responses will be evaluated. Responses to mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory requirement, the BWW will determine if the deviation is material. A material deviation will be cause for rejection of the response. An immaterial deviation will be processed as if no deviation had occurred.



6.3. Evaluating Cost

BWW may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive pricing. Submitted pricing may be evaluated/scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other responses/bids.

6.4. Local Preference

BWW may choose to utilize a local preference for the award of a contract for items of personal property or services as provided by and in accordance with State of Alabama Code §41-16-50 of the Code of Alabama (1975). A local preference is not applicable to the award of a contract funded by federal grant. Per State of Alabama Code § 41-16-50, the BWW considers Blount, Jefferson, St. Clair, and Shelby Counties to be within its Core Based Statistical Area.

6.5. Alabama Based In-State Preference

In compliance with State of Alabama Code § 41-16-57(b), the purchase of or contract for goods or services, the BWW shall give preference, provided there is no sacrifice or loss in price or quality, to commodities produced in Alabama or sold by Alabama persons, firms, or corporations.

6.6. Selection and Award

Any contract award resulting from the solicitation will be made to the lowest, responsive and responsible supplier meeting all specifications and with whom BWW has reached agreement on all contract terms and conditions.

When selecting the lowest responsive and responsible supplier, the determination 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, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

6.7. Site Visits and Oral Presentations

The BWW reserves the right to conduct site visits, request product/work samples, or to invite suppliers and/or awarded suppliers to present their product/service solution to the evaluation teams. The supplier(s) and/or awarded supplier(s) shall provide access to all manufacturer's production, testing, storage, operation, and other areas if, and when, requested by the BWW.

7. Solicitation Terms and Conditions

The contract that the BWW expects to award as a result of this solicitation will be based upon the solicitation, the successful supplier's final response as accepted by the BWW and the contract terms and conditions. The "successful supplier's final response as accepted by the BWW" shall mean: the response submitted by the awarded supplier, written clarifications, and any other terms deemed necessary by the BWW, except that no objection or amendment by a supplier to the solicitation requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the BWW has explicitly accepted the supplier's objection or amendment in writing.

Exception to Terms and Conditions

By submitting a response, each supplier acknowledges its acceptance of the solicitation specifications without change except as otherwise expressly stated in their submitted responses. If a supplier takes exception to a solicitation provision, the supplier must state the reason for the exception and state the specific language it proposes to include in place of the provision. Any exceptions to any solicitation specification must be redlined with comments or countered as requested by other BWW supplied documentation, explaining the rationale for the



proposed revision and submitted as an attachment to the supplier's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the solicitation. Proposed exceptions must be in compliance with State of Alabama law. For further information regarding contracting with BWW, please go to the [State of Alabama Legislature Webpage](#), select [Legal Resources](#), and then [Code of Alabama](#).

In the event the supplier is selected for potential award, the supplier will be required to enter into discussions with the BWW to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the supplier's response. The BWW reserves the right to proceed to discussions with the next best ranked supplier.

Exceptions that materially change the terms or the requirements of the solicitation may be deemed non-responsive by the BWW, in its sole discretion, and rejected. Contract exceptions which grant the supplier an impermissible competitive advantage, as determined by the BWW, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the supplier is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

8. Delivery and Invoicing

Delivery of Products and/or Services

Unless otherwise stated in the solicitation and any resulting contract, items shall be shipped F.O.B. Destination. The supplier shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and accepted by BWW. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the awarded supplier to remedy without cost to the BWW, regardless of when the hidden damage is discovered.

**F.O.B. Birmingham Water Works
3600 First Avenue North
Birmingham, AL 35222**

The BWW reserves the right to have orders delivered to different locations that are BWW owned or leased, or contractor worksites at the awarded supplier's expense.

A packing list shall accompany every shipment. The absence of a packing slip or required shipping order information may cause refusal of the shipment. The packing list shall contain: Purchase Order number, Delivery release number, item description, quantity shipped, quantity ordered, and quantity backordered (if any).

If there is a delay in products manufacturing or shipping and/or the performance of services, the awarded supplier(s) must notify the BWW, in writing, as soon as possible. The awarded supplier(s) must provide weekly updates, in writing, to the BWW for any product and/or service delays.

Invoicing

The BWW will render payment to the awarded supplier(s) by check on a net 30-day basis after receipt of the products and/or services and an invoice that has been submitted as required in this solicitation, unless the BWW authorizes alternative terms in writing. All invoices must be submitted to accountspayable@bwwb.org. Any discrepancies noted by the BWW must be corrected by the awarded supplier within 48 hours. The payment amount due on invoices cannot be altered by the BWW personnel. Once disputed items are resolved, the awarded supplier must submit an amended invoice, or a credit memorandum for the disputed amount. The BWW



will not make partial payments on an invoice where there is a dispute. The BWW will only make payments on authorized transactions.

Invoices submitted pursuant to this solicitation must include:

- Name and remittance address of supplier.
- Invoice date.
- Invoice number.
- Solicitation number.
- BWW Issued PO number.
- Must clearly show the description of products and/or services to include the number of each product or line item fulfilled.
- Contact information of the person to be notified in event of a discrepancy in the invoice.

9. Order of Preference

In the case of any inconsistency or conflict among the specific provisions of the executed contract (including any amendments accepted by both the BWW and the Awarded Supplier), the solicitation (including any subsequent addenda and written responses to supplier's questions), and the supplier's response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the specific provisions of the executed contract.
- (ii) Second, by giving preference to the specific provisions of the solicitation.
- (iii) Third, by giving preference to the specific provisions of the supplier's response, except that objections or amendments by a supplier that have not been explicitly accepted by the BWW in writing shall not be included in the contract and shall be given no weight or consideration.

10. Indemnification

The successful bidder shall indemnify and hold harmless the Board and its present and future affiliates, and the representatives, agents, officers, and employees of each of them (The "Indemnified Parties") from and against any and all loss, damage, or liability resulting from demands, claims, suits, or actions of any character presented or brought for any injuries (including death) to persons (including without limitation employees or agents of the successful bidder) and for damages to property caused by or arising out of any negligent (including strict liability), wanton, or intentional act or omission of the successful bidder, any of its subcontractors, anyone directly or indirectly employed by any of them or anyone whose actions anyone of them may be liable or in any way associated or connected with the performance of the obligations under these specifications, in whatever manner the same may be caused, and whether or not the same be caused or arise out of the joint, concurrent or contributory negligence of any of the Indemnified Parties. The preceding indemnity shall include, but not be limited to, court costs, reasonable attorney's fees, investigation costs, defense costs, settlements, and judgments associated with such demands, claims, suits, or actions.

The Board shall not be liable for, and the successful bidder shall waive all claims against the Board and be responsible for, all loss or damage to persons or property sustained by the successful bidder, its officers, agents, or employees (except such as may arise because of the sole negligence of the Board) which may arise about the services to be performed by the successful bidder hereunder.

11. Governing Law

All contracts entered into as a result of this solicitation shall be governed by and construed in accordance with the substantive laws of the State of Alabama.

12. List of solicitation Attachments



The following documents make up this solicitation. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- A. BWW Main Solicitation Document (This Document)
- B. Mandatory Questions
- C. Cost Worksheet(s)
- D. Appendix A (Traveling Water Screens On-Site Repair at Cahaba Pumping Station)
- E. Appendix B (Travel Water Screen for Cahaba Pumping Station- New)-OMIT
- F. Appendix C (Inspection Report)
- G. All HUB Related Documents (Each HUB Document is Labeled as a HUB Document)
- H. Non-Discrimination Policy
- I. Conflict of Interest Form
- J. EEO Report
- K. Supplier Information Form
- L. Supplier Diversity Questionnaire
- M. Debarment Form
- N. Alabama Supplier License Form
- O. Receipt of Bid Package Form

Mandatory Questions

These questions are Pass/Fail. To be considered a responsive and responsible offeror, you must answer all questions in this section.

DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

Question #

Questions per Proposal Factors/Categories

Response by Contractor: Some Answers may be Answered by a Yes or No However, Some Questions May Require a Detailed Response

Include Attachments with Additional Information?
Document Name (Must Reference Page Number of Answer to Corresponding Question)

Proposal Factors			
1	All work shall be performed by the contractor from 7 a.m. till dusk.		If Desired
2	Contractor has and will have sufficient personnel and equipment to perform all requires as referenced throughout this solicitation		If Desired
3	Safety for all parties is paramount. What are your company's safety policies and procedures?		If Desired
4	Describe how your company verifies that staff adequately performs work for delivery of the service(s) described under this solicitation. Also, include who within your company inspects, approves and verifies delivery of service(s).		If Desired
5	Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability with management and labors.		If Desired
6	Submission of Supplier's Current Certificate of Insurance (COI)		Yes
7	Submission of Supplier's Business License		Yes
8	Submission of Supplier's Bid, Payment, and Performance Bonds		Yes
9	Submission of Supplier's General Contractors license (if bid is over \$50,000)		Yes
10	Has your entity performed services for the Birmingham Water Works within the past ten (10) years?		If Desired
11	To ensure standardization, quality, compatibility with existing supplies, equipment, and infrastructure we are requesting that the screens must be made by Alias SSI. Please respond with a Yes or No for agreement.		If Desired
12	Provide us a detailed time-line from beginning to completion for the Traveling Screen Repairs.		Yes
13	Provide us a detailed time-line from beginning to completion for the purchase and installation of a new Traveling Screen.		Yes

Cost Worksheet
Solicitation No. 24-03-10
Birmingham Water Works Board

Offeror must provide their cost information in this spreadsheet. Failure to complete this spreadsheet will result in disqualification of your solicitation response. The Offeror's figure submitted below must include all costs associated with and in support for the procurement of all commodities and/or services.

Offeror must submit the "Cost Worksheet" as part of the response. The Cost Worksheet will be evaluated in accordance with the solicitation documentation.

	Description	Units Requested	Unit Measure	Extended Pricing
1	Traveling Water Screen 1- Parts S/N WS-10758A	1	EA	
2	Traveling Water Screen 2- Parts S/N WS-10758B	1	EA	
3	Traveling Water Screen 1- Repair and Installation S/N WS-10758A	1	EA	
4	Traveling Water Screen 2- Repair and Installation S/N WS-10758B	1	EA	
		1	EA	
TOTAL COST				\$

Company Name:

Printed Name and Title of Person Signing:

Authorized Signature:

Date:

This form must be completed in its entirety by the Offeror and posted as required in the solicitation.

Appendix A

TRAVELING WATER SCREENS ON-SITE REPAIR AT CAHABA

PUMP STATION

All installation/repairs must be made on-site (at BWW Cahaba Pump Station) for #1 & #2 SSI 7'-0" x 41'-0" traveling water screens. Only one machine can be removed and repaired at a time, the other must remain functional at all times.

1.0 Required parts for each Traveling Water Screen is listed below:

#1 Travel Water Screen (SIN WS-10758A)

1. One (1) each, Head Shaft Assembly, 4-7/16" diameter carbon steel shaft, (2) each 6-tooth fabricated carbon steel head sprockets having 410SS tooth inserts, (2) each gib head keys and 18-8ss hardware.
2. Two (2) each, Take-Up Housings, with Thordon bushings for a 4-7/16" diameter shaft with new grease lines included.
3. Two (2) each, Take-Up Bearing Shield Plates, fabricated carbon steel with 18-8ss hardware.
4. One (1) each, Drive Sprocket, 8-tooth with bronze bushing for 3.075" pitch chain, includes shear pin hub device with set collar, key and set screws.
5. Three (3) each, Shear Pins, Normal Run.
6. One (1) each, Driven Sprocket, 55-tooth for 3.075" pitch chain, with set collar, key and set screws.
7. One (1) set, Drive Chain, set is (82) links 3.075" pitch carbon steel chain.
8. Forty-seven (47) links, Carrier Chain, Right-Hand, 3/8" x 24" pitch carbon steel sidebars with non-lubricated 17-4PHSS pins, rollers and Nitronic bushings.
9. Forty-seven (47) links, Carrier Chain, Left-Hand, 3/8" x 24" pitch carbon steel sidebars with non-lubricated 17-4PHSS pins, rollers and Nitronic bushings.
10. One (1) set, Basket Attachment Hardware, to attach (47) baskets to the carrier chain, 18-BSS.
11. Fifty-seven (57) each, Basket Assembly, non-metallic frame with 14 gauge 304SS wire mesh panels having 3/8" square openings, 304SS clamp straps and 18-8SS assembly hardware.
12. One (1) set, Splash Housing Inspection Door Gaskets, set includes (8) feet gasket material for the large door and (5) foot gasket material for the small door.
13. Seven (7) each, Spray Nozzles, 3/4" NPT bronze.
14. Two (2) each, Capstan Thrust Bearings, for 1-1/2" diameter take-up screws.
15. One (1) set, Extension Shoes, carbon steel with 18-8ss attachment hardware.
16. One (1) set, Boot Chain Guides, set is (1) right-hand and (1) left-hand angle with 18-8ss attachment hardware.

17. One (1) complete set of Intermediate Chain Guides.
18. One (1) each, Basket Assembly, non-metallic frame with 14 gauge 304SS wire mesh panels having 3/8" square openings, 304SS clamp straps and 18-BSS assembly hardware.
19. One (1) each Foot Shaft Assembly with 2-7/16" shaft with stooody sleeves 18-8SS hardware.
19. and bushings; mounting brackets, and positive tracking foot sprockets with 18-8SS hardware.
20. One set of Upper Intermediate chain guides.
21. One set of Track & Filler Bars.
22. New Upper & Lower Shield Plates (debris deflectors).
23. Complete set of 18-8SS Frame Assembly Bolts.
24. New Vendor nameplate.

#2 Traveling Water Screen (SIN WS-10758B)

1. One (1) each, Head Shaft Assembly, 4-7/16" diameter carbon steel shaft, (2) each 6-tooth fabricated carbon steel head sprockets having 410SS tooth inserts, (2) each gib head keys and 18-8ss hardware.
2. Two (2) each, Take-Up Housings, with Thordon bushings for a 4-7/16" diameter shaft, with new grease lines included.
3. Two (2) each, Take-Up Bearing Shield Plates, fabricated carbon steel with 18-8ss hardware.
4. One (1) each, Drive Sprocket, 8-tooth with bronze bushing for 3.075" pitch chain, includes shear pin hub device with set collar, key and set screws.
5. Three (3) each, Shear Pins, Normal Run.
6. One (1) each, Driven Sprocket, 55-tooth for 3.075" pitch chain, with set collar, key and set screws.
7. One (1) set, Drive Chain, set is (82) links 3.075" pitch carbon steel chain.
8. Seven (7) each, Spray Nozzles, 3/4" NPT bronze.
9. Two (2) each, Capstan Thrust Bearings, for 1-1/2" diameter take-up screws.
10. One (1) set, Extension Shoes, carbon steel with 18-8ss attachment hardware.
11. One (1) set, Boot Chain Guides, set is (1) right-hand and (1) left-hand angle with 18-8ss attachment hardware.
12. One (1) each Foot Shaft Assembly for 2 7/16" shaft with Stooody sleeves and bushings; mounting brackets and positive tracking foot sprockets . 8-8SS hardware.
13. One set of Track & Filler Bars.
14. Complete set of 18-8SS Frame Assembly Bolts.
15. New Upper & Lower Shield Plates (debris deflectors).
16. New Vendor nameplate.

2.0 SCOPE OF WORK- SSI 2P 7'-0" BW x 41'-0" SC Traveling Water Screens X 2

1. The subject traveling water screen is to be removed from the well and stored on-site (at Cahaba Pump Station) to be inspected and repaired. Only one machine can be removed at a time. The other must remain in service.
2. The screen will be disassembled and inspected. Will advise the customer of any additional work, if any, that may be required to complete the rebuild.
3. The boot section frame assembly will receive the following base scope repairs:
 - a) New track bars and gussets
 - b) New filler bars
 - c) New extension shoes
 - d) New chain guides
 - e) Boot plate will be weld repaired (if necessary)
4. The first Intermediate section frame assembly will receive the following base scope repairs: New chain guides
5. The second intermediate section frame assembly will receive the following base scope repairs: New chain guides
6. The third intermediate section frame assembly will receive the following base scope repairs: New chain guides
7. The upper intermediate section frame assembly will receive the following base scope repairs: New chain guides
8. The head section frame assembly will receive the following base scope repairs: New upper shield plates, new lower shield plate, new Vendor nameplates
9. The existing head shaft assembly will be removed, and a new head shaft assembly as outlined in the parts list above will be installed.
10. The existing foot shaft assembly will be removed, and a new foot shaft assembly as outlined in the parts list above will be installed.
11. Ninety-four (94) links of all new maintenance-free, non-lubed design carrier

chain having 3/8" thick carbon steel sidebars, 17-4 pins and rollers, with Nitronic 60 bushings will be installed.

12. The existing fiberglass baskets will be removed, cleaned, and inspected. Any necessary repairs will be noted and relayed to BWWB in the additional work report. After inspection, the baskets will be reinstalled in the screen using all new 18-8 stainless steel basket attachment hardware.
13. The existing spray headers will be inspected and cleaned. BWWB will be notified if repairs or replacement are required. Seven (7) new nozzles will be installed.
14. The existing motor and reducer will be visually inspected and test run. If any abnormalities are noted, BWWB will be notified of the issues.
15. The drive system components will be replaced with new components as outlined above. Drive components will be greased prior to releasing the machines back into service.
16. The entire frame assembly will be reassembled with new 18-8 stainless steel hardware.

Note: Any work found over and above the scope of this proposal will not be performed unless authorized, in writing, by BWW.

3.0 Project Coordination

1. Contractor/Vendor shall attend the mandatory pre-bid meeting.
2. Contractor/Vendor shall provide payment and performance bonds.
3. Contractor/Vendor shall not make modifications to the existing traveling screen systems and components.
4. Contractor/Vendor shall provide cranes and forklifts and will lift the screens out of the well, repair on site, and then re-install to the well.
5. Contractor/Vendor can only take one traveling water screen unit out at a time, the other unit shall remain operational.
6. Contractor/Vendor must be familiar with the site and preferably have recent work experience (within the last ten (10) years) at the Cahaba Pump Station.
7. BWW will provide lay repair/rebuild area on-site for contractor.

Appendix B

TWO POST THRU FLOW TRAVELING WATER SCREEN

Please provide pricing to furnish & install the one (1) new 7'-0" x 41'-0" Two (2) Post Thru Flow Traveling Water Screen both traveling water screens. Installation shall be made on-site at BWW Cahaba Pump Station 7'-0" x 41'-0" traveling water screens.

The complete scope of supply follows:

1.0 TRAVELING WATER SCREEN

1.1 General Description

- 1. The traveling water screen shall consist of a continuous series of screen baskets fitted with a wire mesh screen deck. The ends of these baskets shall be mounted on two endless strands of steel roller chain rotating over the head sprockets and under the foot sprockets.
- 2. As raw water passes through the screen baskets, floating and suspended debris is impinged on the upstream screen mesh surface.
- 3. When the screen is operated, the baskets will be lifted out of the water flow and as the baskets continue ascending a high-pressure spray will discharge debris into a debris trough. The clean baskets will then continue onto the descending side.

1.2 Design Information

Basket Width7'-0" Rotation Centers 41'-0"

1.3 Main Frame

1.3.1 Description

- 1. Each frame shall be a self-contained, rigid, box-like structure with welded cross bracing throughout, independently supported by side panels at the bottom of each well.
- 2. Continuous "Z" flanges 3/8" thick shall be provided on the main frame to fit into the embedded guide ways. The main frame shall fit into the well with no modifications.
- 3. Lifting lugs shall be installed on the head section. The lifting lugs must be designed to support the entire weight of the screen.

1.3.2 Design Information

Frame Design	2-Post	Frame Thickness	3/8"
Upper Intermediate Length	5'-4"	Number of 10'-0" Intermediate	3
Boot Section Length	6'-0"		

1.3.3 Materials

Head Section	A36 Carbon Steel	Main Frame	A36 Carbon Steel
Assy Hardware	18-8 SS	Coating	Coal Tar Epoxy

1.4 Carrier Chain

1. Screen chains shall be offset sidebar type utilizing Nitronic 60 Bushings that will not require lubrication.

1.4.1 Design Information

Pitch.....	24"	Side Bar Size	3/8"x 2-3/4"
Pin Diameter.....	1-1/4"	Roller Diameter	3-3/4"
Bushing Diameter.....	1-3/4"	Attachment Style.....	1-Bolt
Operation.....	Lubricated	Quantity.....	47 Links RH 47 Links LH

1.4.2 Materials

Sidebar	Carbon Steel	Pins	17-4 PH SS
Rollers	17-4 PH SS	Bushings	Nitronic 60
Attachment Bushing	Carbon Steel	Alemites	N/A

1.5 Head Shaft Assembly

1.5.1 Description

1. The head shaft is sized based on the deflection, stresses and bearing loads that can be produced by the full NEMA rated stall torque of the motor.
2. The head shaft is keyed to accept the head and driven sprockets. The head sprockets are jig fabricated type with removable tooth inserts. The head sprockets will be keyed to the head shaft with tapered keys.
3. The head shaft will rotate in take-up bearings, supported at each end by means of take-up screws and capstans with thrust bearings.

1.5.2 Design Information

Head Shaft Diameter	4-7/16"	Head Sprocket Pitch Dia.....	48"
Head Sprocket Teeth.....	6-Tooth	Bearing Type.....	Bushing
Bearing Diameter.....	4-7/16"		

1.5.3 Materials

Head Shaft.....	Cold Finished Steel	Keys.....	C1018 CS
Sprocket Body	Carbon Steel	Inserts	410 SS
Bushings.....	Thordon	Housing Body.....	Carbon Steel
Capstan Body	Carbon Steel	Capstan Insert.....	660 Bronze
Take Up Screw	303 SS	Hardware	18-8 SS

1.6 Foot Shaft Assembly

1.6.1 Description

1. The foot shaft shall be static design, fixed at each end to prevent rotation. The foot sprockets shall have water lubricated bushings installed in the hubs of the sprocket. The foot sprockets will be held in place by set collars.

1.6.2 Design Information

Foot Shaft Diameter	2-7/16"	Sprocket Pitch Dia.	48"
Sprocket Teeth	6-Tooth	Sprocket Type.....	Positive Tracking

1.6.3 Materials

Foot Shaft.....	Cold Finished Steel	Sprocket Body.....	Carbon Steel
Bushings.....	Stoody	Set Collar	Carbon Steel
Hardware	18-8 SS		

1.7 Boot Section Assembly – No Foot Shaft or Sprocket Design

1.7.1 Design Information

Framework.....	6'	Chain Trackways	N/A
Sprocket Teeth	N/A	Sprocket Type.....	N/A

1.7.2 Materials

Foot Shaft.....	Carbon Steel	Sprocket Body.....	Carbon Steel
Hardware	18-8 SS		

1.8 Basket Assemblies

1.8.1 Description

1. The baskets shall be of modular construction to attain maximum rigidity. The upper and lower rails shall be **pultruded non-metallic material**, formed to provide a modular shape.
2. Each basket will receive a wire mesh panel, bolted in place using stainless steel clamp straps made of flat bar. Vertical wire mesh supports will be supplied.

1.8.2 Design Information

Basket Width	7'-0"	Basket Pitch	24"
Quantity per Screen.....	47	Frame Thickness.....	3/8"
Wire Diameter.....	0.080" (#14 ga.)	Mesh Opening	3/8" Square.

1.8.3 Materials

Basket Frame	Fiberglass	Clamp Straps.....	304 SS
Wire Mesh	304 SS	Assembly Hardware	18-8 SS
Attachment Hardware	18-8 SS		

1.9 Spray System

1.9.1 Description

1. The screen will be equipped with a spray wash system capable of cleaning the baskets during operation. The header will consist of threaded pipe and fittings and will have spray nozzles with overlapping flat spray patterns that provide complete coverage of the baskets. A ball valve will be supplied on the exit side for flushing the system.

1.9.2 Design Information

Header Pipe Size.....	2" Sch. 80	Fitting Class.....	150#
Discharge	Front	Number of headers.....	1.
Nozzles per Header.....	7	Inlet Connection	tdb
Maximum Pressure.....	100 PSI	Minimum Pressure	60 psi
Flow @ Max.....	192 gpm	Flow @ Min.	144 gpm

1.9.3 Materials

Pipe & Fittings	A-53 Carbon Steel	Nozzles	Al. Bronze
¼" Pipe Plug			

1.10 Splash Housings & Guards

1.10.1 Description

1. New front and rear splash housings & outside chain guard will be provided.
2. The front housing will be equipped with a debris deflector that will guide discharged debris into the debris trough and inspection doors as required.
3. The rear housing will consist of an upper section bolted to the frame and a removeable lower section with an opening along the full basket width to allow for observation of the baskets and spray pattern. When the lower section is removed it provides access to the carrier chain and baskets for inspection.
4. A totally enclosed chain guard will be supplied to cover the drive and driven sprockets. The chain guard will be equipped with a boat hatch door for observing and lubricating the drive chain.

1.10.2 Design Information

Housing Thickness	3/16"	Inspection Doors	2 Front 1 Ch. Guard
Color	by BWWB	Door	Boat-Hatch Type

1.10.3 Materials

Housing	Fiberglass	Latches & Hinges	304 SS
Doors	Aluminum/Plexiglas	Lifting Eyes.....	304 SS
Installation Hardware	18-8 SS		

NOTE: The housings will not have bolt holes drilled. This is to be done in field by the installer.

1.11 Drive Assembly

1.11.1 Description

1. Each screen will have a balanced drive designed to withstand the full NEMA rated stall torque of the motor without damage to the drive mechanism.
2. Power is introduced by means of an electric motor driving a speed reducer. The speed reduction is accomplished by means of a helical gear type speed reducer with anti-friction roller bearings.
3. The drive unit will transmit power to the driven sprocket mounted on the head shaft assembly through drive sprocket and drive chain.

4. When necessary, the motor, coupling and reducer will be dial indicated before it leaves approved vendor's shop to insure proper screen operation.

1.11.2 Design Information

Motor Horsepower	1.5/0.75 HP	Voltage	240/460 VAC
Power	3-Phase	Frequency	60 Hz
Frame	NEMA B	Enclosure	TEFC
Reducer Type	Helical Gear	Reducer Ratio	300.34:1
Drive Sprocket	8-Tooth	Driven Sprocket	55-Tooth
Protection	Shear Pin	Drive Chain Pitch	3.075"
Starting Capability	5 ft Headloss		

1.12 Controls

BWW Cahaba's existing controls will be reused.

1.13 Painting and Surface Protection

1. All carbon steel components except for the carrier chain and drive components will be sandblasted and coated with coal tar epoxy paint.
2. The carrier chain and drive chain will receive one coat of rust preventive oil. The drive unit shall remain the manufacturer's standard paint. Any stainless steel (except for the assembly hardware), non-ferrous or galvanized material shall remain unpainted.

Carbon Steel Coating	Coal Tar Epoxy
Dry Film Thickness	8 to 24 Mils

1.14 Assembly & Testing

The Traveling Water Screen will be shipped fully assembled for installation in the well.

1.15 Submittals

1.15.1 Approval

1. Approved vendor must supply an electronic copy of the Traveling Screen General Arrangement Drawing in an Adobe or AutoCAD format, in accordance with the schedule outlined in this proposal for approval by the customer. BWW Cahaba will be responsible for confirming any necessary interface dimensions to ensure proper installation.

1.15.2 Final Submittals

O&M Manual Electronic1 GA Drawing Electronic 1

The electronic copy of the O&M manual will include sections on Installation, Operation, Maintenance, Recommended Lubrication Schedule, Spare Parts List and Catalog Cut Sheets on Purchased equipment.

1.16 Items NOT Included

The following work is not included in this proposal; however, if required, it will be provided by BWW:

- Setting of foundation bolts.
- Spray water supply piping outside the screen housing.
- Pressure reducing valves, and other valves not mentioned in this proposal.
- Spray water as recommended in this proposal.
- Drilled holes in fiberglass housings to match the head section.
- All required lubricants for normal operation.

2.0 Project Coordination

- Contractor/Vendor shall attend the mandatory pre-bid meeting.
- Contractor/Vendor shall provide payment and performance bond.
- Contractor/Vendor shall not make modifications to the existing traveling screen structure and components.
- Contractor/Vendor shall provide cranes and forklifts and will lift the existing screen out of the well and install the new screen within the existing well.
- Contractor/Vendor must be familiar with the site and preferably have recent work experience (within the last ten (10) years) at the Cahaba Pump Station.

Appendix C



Atlas-SSI, Inc.
 PO Box 760, Slaughter, Louisiana 70777
 Phone 225.654.3900 Fax 225.654.3029

TRAVELING WATER SCREEN INSPECTION REPORT

CUSTOMER:	BIRMINGHAM WATER	DATE OF INSPECTION:	12/19/2021
PLANT NAME:	Cahaba Pump Station	SCREEN TYPE:	REX SSI
JOB NO:	SC21121300	SPROCKET CENTERS:	7' X 41'
UNIT:		SCREEN DESIGN:	THRU FLOW
SCREEN # :	#1 & #2 machines	PLANT CONTACT:	Casey Rogers
WS # OF SCREEN:	WS-10758-A&B		

ITEM	REMARKS
HEADSECTION	
CAPSTANS	Good Condition
THRUST BEARING	Fair Condition
SPRING SUSPENSION	Good Condition
TAKE-UP SCREWS	Good Condition
TAKE-UP HOUSINGS	Fair Condition
TAKE-UP BUSHINGS	Fair Condition - but has 1/8" gap in between bushing & housing Thordon Was grease applied? Yes
HEAD SHAFT	Fair Condition
HEAD SHAFT KEYS	Fair Condition - Both in Place
HEAD SPROCKETS	Fair Condition
TOOTH POCKETS	Fair Condition 4 bad pockets on RH Side and 2 bad pockets on LH Side
TORQUE TUBE	N/A
TOOTH INSERTS	Service Crew replaced missing Tooth Inserts.
MOTOR & REDUCER	N/A
MOTOR VOLTAGE	460V
SHEAR PIN HUB DEVICE	Shear pin is in place.
IDLER SPROCKET	N/A
IDLER BRACKET	N/A
DRIVE SPROCKET	BAD Condition--need to replace with New
DRIVEN SPROCKET	BAD Condition--need to replace with New
DRIVE CHAIN	BAD Condition--need to replace with New
SPRAY HEADER	Good Condition
FLANGE MEASUREMENT	N/A
INTERNAL FEED PIPE	Good Condition
SPRAY NOZZLES	Threaded # needed? Service Crew replaced Two (2) nozzles.
CATHODIC PROTECTION??	NO
OVERHEAD CRANE PRESENT?	NO
HEAD SECTION FRAME	Good Condition
DRIVE CHAIN COVER	Good Condition - Outside Drive - Fiberglass
FRONT SPLASH HOUSING	Good Condition - Fiberglass
REAR SPLASH HOUSING	Good Condition - Fiberglass

NOTE: All right and left hand parts are to be labeled as such by facing the machine from the water supply (lake/river) side. This will enable the Engineering staff to positively identify parts.

JOB FOREMAN'S SIGNATURE

Stephen D. Achord 12/19/2021



Atlas-SSI, Inc.

PO Box 760, Slaughter, Louisiana 70777
 Phone 225.654.3900 Fax 225.654.3029

TRAVELING WATER SCREEN INSPECTION REPORT

CUSTOMER:	Birmingham Water	DATE OF INSPECTION:	12/19/2021
PLANT NAME:	Cahaba Pump Station	JOB NUMBER:	SC21121300
SCREEN # :	#2 Screen		
INTERMEDIATE SECTION			
INTERMEDIATE FRAME	Mild Corrosion		
DIAGONAL BRACING	Mild Corrosion		
CROSS BEAMS	Mild Corrosion		
CHAIN GUIDES (FRONT)	1/8" wear. This is normal---continue to monitor through regular inspections.		
CHAIN GUIDES (REAR)	1/8" wear. This is normal---continue to monitor through regular inspections.		
BOOT SECTION			
BOOT SECTION FRAME	Good Condition		
ANODES	NO		
FOOT SHAFT	Fair Condition - Solid piece		
SET COLLARS	Good Condition both in place		
FOOT SHAFT BRACKETS	4 BOLT		
FOOT SHAFT BEARING	Good Condition		
FOOT SPROCKETS	POSITIVE TRACKING		
FOOT SPROCKETS	Moderate Wear		
TRACK/FILLER BARS	Could not feel.		
BOOT CASTING	Not visible.		
EXTENSION SHOES	1/8" wear. This is normal---continue to monitor through regular inspections.		
EXTENSION ANGLES	N/A		
BOOT PLATE	RH Side has a groove cut through the plate. Approximately 1/4" X 4"		
IS SCREEN "NO FOOT-SHAFT" ?	No		
CARRIER CHAIN	BAD CONDITION Replace with New Non-Lubed Carrier Chain (Nitronic 60)		
LUBED	COTTER PINS? YES		
Comments:	Chain should be replaced with Nitronic-60 bushed Non-Lubricated option.		
BASKETS:	Two Bolt - Non-Metallic		
(A) BASKET FRAME: Good	(E) COATING: N/A		
(B) CLAMP STRAPS: Good	(F) SEAL PLATES: N/A		
(C) WIRE MESH: Good	(G) ATTACHMENT BOLTS: Good		
(D) HARDWARE: Good	(H) NUMBER OF BASKETS NEEDING REPAIR: None.		
BASKET COMMENTS:			
OVERALL CORROSION:	Moderate Corrosion on both screens.		
MUD BUILD UP:	None		
SCREEN ADJUSTMENT:	SSI adjusted screen prior to leaving the site.		
INSPECTION SUMMARY & RECOMMENDATIONS			
SUMMARY:			
Atlas-SSI performed Top-Side Inspection on the #1 and dove on #2 TWS. Call was that screen was wrecked.			
Spray nozzles, thrust bearings and tooth inserts need replacing. Removed 1 link drive chain. Take-Up			
Bushings and Housings have moderate wear and may not have been greased in a while. Gap in bushing evident & dry.			
Carrier Chain is in BAD Condition and should be replaced with new Nitronic-60 Non-lubricated chain.			
Chain Guides have normal wear and should be checked by dive inspection in the next 6-12 months.			
Drive Sprocket, Driven Sprocket & Drive Chain are in BAD Condition from lack of lubrication and should be replaced.			
Both Head Shaft Assemblies should be considered for replacement. TU Housings and shield plates too. Ext Shoes replace.			
RECOMMENDATIONS:			
Replace all Parts recommended above and review Weekly/Monthly PM schedule.			
Dive Inspection in the next 10-12 months to continue regular adjustment & pm monitoring.			
Continue weekly/monthly greasing of the machine where required.			
Spray Open-Gear Lubricant or wipe full grease on the Drive Chain regularly. Food Grade			
Consider Factory Rebuilds on both machines.			

JOB FOREMAN'S SIGNATURE

Stephen D. Achord 12/19/2021

BID#:

NO BID

If you are not bidding on this service/commodity, please complete and return this form to: **Birmingham Water Works, Attn: Purchasing Manager, 3600 First Avenue North, Birmingham, Alabama 35222.** All Statement of No Bid forms must be received prior to the bid opening.

Failure to respond may result in deletion of vendor's name from the Vendor/Contractor's list for the Birmingham Water Works Board.

Company Name: _____

Address: _____

Telephone: _____

Date: _____

We, the undersigned have declined to respond to your Bid No. _____ for

_____ because of the following reasons.

(Service/Commodity)

_____ Specifications too "tight", i.e., geared toward one supplier or manufacturer only.
(explain below)

_____ Insufficient time to respond to the Bid.

_____ We do not offer this product/service.

_____ Specifications unclear. (explain below)

_____ Unable to meet bond requirements.

_____ Other (specify below)

REMARKS: _____

BY: _____ Signed: _____

(Print or Type)

BID DATE:

**PURCHASING AGENDA ITEM
PUBLIC WORKS
REQUEST BOARD APPROVAL TO AWARD BID**

BID SUMMARY

Description:

<u>Bidders</u>					
<u>Address</u>					
<u>Bid Amount</u>	\$	\$	\$	\$	\$
<u>Is Bidder A HUB Contractor?</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<u>HUB Subcontractor Participation %</u>	%	%	%	%	%
<u>Number of HUB Subcontractors Contacted:</u>					
<u>Number of HUB Subcontractors Who Responded:</u>					
<u>Number of HUB Subcontractors Used in Bid:</u>					

NUMBER OF BIDS:

MINORITY VENDOR BID(S): Yes No

NEW VENDOR: Yes No

Apparent low, responsible, responsive bidder:

Compiled By: _____

Reviewed By: _____

Signature: _____

Signature: _____

BID BONDS, PERFORMANCE BONDS, AND PAYMENT BONDS

The following types of bonds will be required depending on whether the bid is for the purchase of goods and services (Title 41) or whether the bid is for public works (Title 39).

Bond Requirements for Bids for purchases of Goods and Services:

Title 41 Competitive Bid Law – Ala. Code §§ 41-16-54

In the event the total of the bid submitted reaches or exceeds \$20,000.00, a bid guarantee must accompany the bid. This guarantee shall be not less than 5% of the amount of the bid, not to exceed \$10,000. The guarantee may be a certified check, bank draft, or bid bond at the bidder's option. The bond shall be secured by a guaranty of Surety Company acceptable to the Water Works Board using the enclosed "FORM OF BID BOND." Under no circumstance will a bid that is \$20,000.00 or more be considered unless it is accompanied by the required guarantee.

Certified checks or bank drafts must be made payable to the order of the Water Works Board of the City of Birmingham. The bid guarantee shall ensure the execution of the agreement by the successful bidder. Certified checks, bank drafts, or bid bonds of the unsuccessful bidder will be returned as soon as practical after the award of bids. The Successful bidder's check will be returned within 30 days of receipt of goods or services.

Bond Requirements for Public Works Bids:

Title 39 Public Works Bid Law – Ala. Code §§ 39-1-1 thru 39-5-6

All bids involving an amount over \$50,000.00 for public works projects for construction, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads or other improvements, constructed, installed, maintained, renovated or repaired on public property must be accompanied with a form of a bid bond. The bidder shall be required to file with his or her bid either a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, using the enclosed "FORM OF BID BOND",

payable to the Water Works Board of the City of Birmingham for an amount not less than five percent (5%) of the Water Works Board's estimated cost or of the contractor's bid, but in no event, more than ten thousand dollars (\$10,000).

Public Works Bids – Performance Bond and Labor and Material Payment Bond Requirements:

A Performance bond is required with a penalty equal to 100% of the amount of the contract price.

A Labor and Material Payment bond is required in an amount not less than 50% of the contract price.

A Performance bond and Labor and Material bond will need to be submitted by the successful bidder after the bid has been awarded.

LABOR AND MATERIAL PAYMENT BOND FOR BWWB PROJECT

BOND/CERTIFICATE NO. _____

PROJECT NUMBER: _____

BE IT KNOWN, that on this _____ day of the month of _____, in the year 20____, before me, _____, a Notary Public, duly commissioned and qualified, in and for the County of Jefferson, State of Alabama, residing therein, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared _____ (“**Contractor**”), herein represented by _____, its _____ (“**Surety**”), of the State of _____, herein represented by _____, its _____, who jointly and severally guarantee to The Water Works Board of the City of Birmingham (“**Owner**”), as obligee, the faithful performance of the Contract the **Contractor** has entered into with the **Owner** for the (_____), covered by the Contract Documents to which this Bond is attached by this reference, and do hereby jointly and severally bind the **Contractor** and **Surety**, its successors, legal representatives and assigns, in favor of the **Owner**, in the full and true sum of _____ (\$ _____) Dollars, payable on demand to the **Owner**.

NOW, THE CONDITION of this obligation is that if the **Contractor** (a) faithfully and promptly pays all Claimants as provided by Law and pays all wages of laborers, workmen, or mechanics, to be employed by any Subcontractor, or by or to Subcontractors, and used in the construction, erection, alteration, installation, or repairs called for by the Contract; (b) promptly pays for all materials or supplies furnished to the **Contractor** or by or to any Subcontractor, for use in machines used by the **Contractor**, or any Subcontractor, in the construction, erection, alteration, installation, or repair of the **Work**; (c) fully secures and protects the **Owner**, its legal successor and representative, from all liability in the premises, and from all loss or expense of any kind, including all costs of court and attorney’s fees made necessary or arising from the failure, refusal or neglect of the **Contractor**, to comply with the obligations assumed by **Contractor**; and (d) delivers all the **Work** to the **Owner** free from all claims, liens and expenses, then this obligation shall remain in full force and effect.

The Contractor and Surety specifically acknowledge and agree to be bound by the following:

- A.** No change in Contract Price or Contract Time, substitution, addition, deletion or revision in the requirements of the Contract Documents shall diminish, enlarge, release or otherwise modify the **Surety’s** obligations, under this Bond. The **Surety** hereby waives notice of any such change in Contract Price or Contract Time, substitution, addition, deletion or revision.
- B.** It is the intention of the **Contractor, Surety and Owner** that the **Surety** shall be bound by all terms and conditions of the Contract Documents and this Labor and Material Payment Bond. However, this Bond is executed pursuant to Ala. Code 1975, Title 39 and if any provision(s) of the bond is/are illegal, invalid or unenforceable, all other provisions of the Bond shall nevertheless remain in full force and effect, and the **Owner** shall be protected to the full extent provided by Ala. Code 1975, Title 39. No action under this Bond may be commenced by any Claimant unless the Claimant asserts a claim and brings action against the **Surety** or **Contractor** or both as provided in Ala. Code 1975 Title 39.
- C.** In the event Owner is required to initiate legal action to enforce the provisions of this Bond, then Contractor and Surety shall reimburse the Owner for all costs incurred by Owner, including, but not limited to, costs of court and reasonable attorney’s fees.

IMPORTANT: The **Surety** shall provide proof satisfactory to the **Owner** (a) that the **Surety** is currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies, and also meets the requirements of Ala. Code 1975, § 39-2-8 and (b) that this Labor and Material Payment Bond is not written in a sum in excess of the amount limitation designated in Ala. Code 1975 § 39-1-1.

Address and Telephone of the **Surety**

Address and Telephone of agent who is licensed in Alabama

Signed and sealed this _____ day of _____, 22_____.

** If agent above is NOT an Alabama Resident Agent, complete section listed below; Otherwise, indicate not applicable (N/A).

Address and Telephone of Alabama Resident Agent who is licensed in Alabama

CONTRACTOR (Sign & Print Full Name) (CORPORATE SEAL HERE)

By: _____

Witness _____

Name and Title: _____

SURETY (Sign & Print Full Name)

Agent: _____

(SURETY SEAL HERE)

Witness _____

Attorney-in-Fact: _____

(Attach certified copy of Power of Attorney)

State of Alabama Insurance License No. (Attorney-in-Fact) _____

State of Alabama Insurance License No. (Alabama Resident Agent, if applicable) _____

NOTARY PUBLIC

Notary Signature: _____ Date: _____

My commission expires _____

(NOTARY SEAL HERE)

PERFORMANCE BOND FOR BWWB PROJECT

BOND/CERTIFICATE NO. _____

PROJECT NUMBER: _____

BE IT KNOWN, that on this ____ day of the month of _____, in the year 20____, before me, _____, a Notary Public, duly commissioned and qualified, in and for the County of Jefferson, State of Alabama, residing therein, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared _____ (“**Contractor**”), herein represented by _____, its _____, as Principal, and _____ (“**Surety**”), of the State of _____, herein represented by _____, its _____, who jointly and severally guarantee to The Water Works Board of the City of Birmingham (“**Owner**”), as obligee, the faithful performance of the Contract the **Contractor** has entered into with the **Owner** for the _____ (“**Work**”), covered by the Contract Documents to which this Bond is attached by this reference, and do hereby jointly and severally bind the **Contractor** and **Surety**, its successors, legal representatives and assigns, in favor of the **Owner**, in the full and true sum of _____ (\$ _____) Dollars, payable on demand to the **Owner**.

NOW, THE CONDITION of this obligation is that if the **Contractor** (a) faithfully performs and fulfills all the undertakings, terms, conditions, warranties and guarantees, indemnifications and agreements of the Contract Documents within the Contract Time (including any authorized changes, with or without notice to the **Surety**) and during any correction period; (b) also performs and fulfills all the undertakings, terms, conditions, warranties and guarantees, indemnifications and agreements of any and all duly authorized modifications of the Contract Documents, notice of which modifications the **Surety** hereby expressly waives; (c) fully secures and protects the **Owner**, its legal successor and representative, from all liability in the premises, and from all loss or expense of any kind, including all costs of court and attorney’s fees made necessary or arising from the failure, refusal or neglect of the **Contractor**, to comply with the obligations assumed by **Contractor**; and (d) delivers all the **Work** to the **Owner** free from all claims, liens and expenses; then this obligation shall become null and void, otherwise, this obligation shall remain in full force and effect.

The Contractor and Surety specifically acknowledge and agree to be bound by the following:

A. Article 15 of the General Conditions governing termination of the **Contractor** for convenience or cause and default of the **Surety** and shall be binding on the **Surety** and **Contractor**. (See Appendix II for information on this article.)

B. No change in Contract Price or Contract Time, substitution, addition, deletion or revision in the requirements of the Contract Documents shall diminish, enlarge, release or otherwise modify the **Surety’s** obligations, under this Bond. The **Surety** hereby waives notice of any such change in Contract Price or Contract Time, substitution, addition, deletion or revision.

C. It is the intention of the **Contractor**, **Surety** and **Owner** that the **Surety** shall be bound by all terms and conditions of the Contract Documents and this Performance Bond. However, this Bond is executed pursuant to Ala. Code 1975, Title 39 and if any provision(s) of the bond is/are illegal, invalid or unenforceable, all other provisions of the Bond shall nevertheless remain in full force and effect, and the **Owner** shall be protected to the full extent provided by Ala. Code 1975, Title 39.

D. In the event Owner is required to initiate legal action to enforce the provisions of this Bond, then Contractor and Surety shall reimburse the Owner for all costs incurred by Owner, including, but not limited to, costs of court and reasonable attorney’s fees.

IMPORTANT: The **Surety** shall provide proof satisfactory to the **Owner (a)** that the **Surety** is currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies, and also meets the requirements of Ala. Code 1975, § 39-2-8 and (b) that this Performance Bond is not written in a sum in excess of the amount limitation designated in Ala. Code 1975 § 39-1-1.

Address and Telephone of the **Surety**

Address and Telephone of agent who is licensed in Alabama

Signed and sealed this ____ day of _____, 20____.

** If agent above is NOT an Alabama Resident Agent, complete section listed below; Otherwise, indicate not applicable (N/A).

Address and Telephone of Alabama Resident Agent who is licensed in Alabama

CONTRACTOR (Sign & Print Full Name) (CORPORATE SEAL HERE)

By: _____

Witness _____

Name and Title: _____

SURETY (Sign & Print Full Name)

Agent: _____

(SURETY SEAL HERE)

Witness _____

Attorney-in-Fact: _____

(Attach certified copy of Power of Attorney)

State of Alabama Insurance License No. (Attorney-in-Fact) _____

State of Alabama Insurance License No. (Alabama Resident Agent, if applicable) _____

NOTARY PUBLIC

Notary Signature: _____ Date: _____

My commission expires _____

(NOTARY SEAL HERE)

HUB FORM ONE
(HUB Program Acknowledgment)

The Water Works Board of the City of Birmingham ("BWVB") has initiated a program to encourage the participation of HUB companies (as that term is defined in the HUB Program) on BWVB' s Goods and services/Public works bids. This signed statement serves as an acknowledgment by the undersigned bidder/Prime company that it fully understands and will voluntarily participate in and follow the guidelines and instructions included in the BWVB HUB Program.

Company: _____

Submitted By (Print Name and Job Title): _____

Signature: _____

HUB FORM TWO
(HUB Program Compliance Instructions)

Please submit the following with the HUB COMPLIANCE FORM:

- I. List of all committed and uncommitted subcontractors by trade, including_ company name, address, telephone number, contact person, dollar amount of subcontract, and HUB status. Indicate in writing if no solicitations were made because the contractor intends to use only its own forces to accomplish the work.
- II. Proof of HUB certification for each subcontractor listed as a HUB.
- III. Documentation of solicitation effort for prospective HUB firms, such as fax confirmation sheets, copies of solicitation letters/emails, printout of the online solicitations, printouts of online search results, affidavits of publication in newspapers, etc. The prime contractor is strongly encouraged to follow up each written, fax, or email solicitation with at least one logged phone call.
- IV. Justification for not selecting a certified HUB subcontractor that submitted a low bid for any subcontract area.
- V. HUB Form 5 - HUB Subcontractor Performance Form.
- VI. HUB Form 6 - HUB Subcontractor Utilization Form.

HUB FORM TWO

HUB Compliance Form

ALL INFORMATION OUTLINED ON THIS FORM IS REQUIRED FOR HUB COMPLIANCE. THE PROPOSED BIDDER/PRIME COMPANY SHOULD ENSURE THAT THIS INFORMATION IS COMPLETE **PRIOR** TO SUBMITTAL.

CERTIFICATIONS:

I certify that the information submitted on and with this form is true and accurate and that this firm has met and will continue to meet the conditions of this contract regarding HUB solicitation and utilization. I further certify criteria used in selecting sub-companies and suppliers were applied equally to all potential participants and that HUB Sub-company Participation Form (HUB Form 4) and HUB Sub-company Performance Form (HUB Form 5) were distributed to all HUB contractors.

Bidder/Prime Company:

Bidder/Prime Company (Printed- Authorized Signing Agent Name and Title):

Authorized Signature and Date:

GENERAL INFORMATION

Owner's Name:

Owner phone number/email:

Bidder/prime company:

Bidder/prime company Point of Contact:

Bidder/prime phone number/email:

Bidder/prime company total bid amount:

\$ _____

Proposed HUB Sub-company participation amount: \$ _____ Percentage: _____%

HUB FORM SIX
Goods and Services Direct Manufacturing

I/we hereby certify that we are direct manufacturers or suppliers of the goods or services sought in this Bid and have no distributors, wholesalers, retailers, or other intermediaries, and thus do not have any opportunities for HUB participation in this solicitation.

Bidder Name		Solicitation Name:	
Solicitation No.	Point of Contact		
Address			
Telephone No.		Email Address	

Please use the space below to explain the details about your business and why there are no HUB opportunities for your bid:



NON-DISCRIMINATION POLICY

The Birmingham Water Works Board (BWWB) values the diversity of the people with whom we work and the contributions they make. Accordingly, the BWWB is committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, independent contractors, and vendors.

The BWWB is an equal opportunity employer and all decisions regarding recruiting, hiring, promotion, assignment, training, termination, selection of volunteers and vendors, and other terms and conditions of employment will be made without consideration of age, sex, race, color, religion, gender, gender identity or expression, national origin, sexual orientation, disability, marital status, veteran status, pregnancy status, political opinion, work-related injury, or any other factor, characteristic or trait protected by applicable national, state or local laws.

Members of our community are encouraged to raise concerns or make complaints regarding discrimination or harassment under this policy without the fear of retaliation. It is a violation of BWWB policy to retaliate against an individual for raising a good-faith concern regarding workplace discrimination or harassment; filing a complaint for discrimination or harassment; or, for cooperating in an investigation of alleged discrimination or harassment. Any person found to be in violation of this policy is subject to disciplinary action.

Discrimination, harassment, disrespectful or inappropriate behavior, unfair treatment or retaliation of any kind will not be tolerated. This policy applies not only to BWWB employees but also to the volunteers, independent contractors, and business partners with whom we work. BWWB employees, volunteers, independent contractors, and other constituents, whenever and wherever those individuals are conducting BWWB business or participating in BWWB events or activities, shall maintain an environment free of discrimination, harassment, and retaliation.

Any employee who has a question or concern regarding any type of discrimination or harassment is encouraged to bring it to the attention of his/her manager or the Human Resources Department.

Vendor agrees and warrants that contractor does not discriminate or permit discrimination against any employee or applicant for employment on the grounds of race, color, religion, gender, sexual orientation, gender identity or national origin.



NON-DISCRIMINATION POLICY

Executed

Contractor's Name: _____

Authorized Signature: _____

Printed Name and Title of Person Signing:

Date Signed: _____



FUNDS PAID AND CONFLICT OF INTEREST AGREEMENT

This Funds Paid and Conflict of Interest Agreement (“Agreement”) is made a part of, and Contractor affirms, acknowledges, and agrees, that its terms and conditions are part of that certain agreement already entered into between the Water Works Board and _____ (Supplier). The Contractor further affirms that the terms and conditions of the Agreement shall be deemed incorporated into and a part of the Original Agreement as if said terms and conditions were originally set forth in the Original Agreement.

FUNDS PAID: Contractor and the Contractor representative(s) signed below certify under penalty of perjury by the execution of this Agreement that no part of the funds paid by the Water Works Board pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in anyway whatsoever for the personal benefit of any member or employee of any government entity whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with anyone or with any member of the governing body or employee of the governing body of the Water Works Board or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this contract.

Any violation of the terms and scope of services, including misuse of funds provided in this contract shall constitute a breach and default of this Agreement, which shall be cause for termination. Upon such termination of this Agreement due to breach, Contractor shall immediately refund to the Water Works Board all amounts paid by the Water Works Board pursuant to this Agreement.

CONFLICT OF INTEREST: The Contractor declares that, as of the date of the Agreement, neither the Water Works Board, nor any of the Water Works Board’s employees or any director nor any other government official is directly or indirectly interested in this Agreement or any agreement with the Contractor for which compensation will be sought during the period of time this Agreement is being performed. And, furthermore, the Contractor pledges that She/he/it will notify the General Manager in writing should it come to his/its knowledge that any such official becomes either directly or indirectly interested in the Agreement or any agreement with the Contractor for which compensation will be sought during the aforesaid period. In addition, the Contractor declares, that as of the date of this Agreement, neither She/he/it nor any of her/his/its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the Water Works Board, or to anyone else for the Water Works Board’s benefit, any sum of money or other thing of value for aid or assistance in obtaining

this Agreement with the Water Works Board under which compensation will be sought during the period of time this Agreement is being performed. And furthermore, that neither the Contractor nor any of her/his/its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the Water Works Board, or to anyone else for the Water Works Board's, Water Works Board's official, or Water Works Board's employee's benefit, any sum of money or other thing of value, for aid of assistance in obtaining any amendment to this Agreement or any other agreement with the Contractor for which compensation will be claimed during the period of time this Agreement is being performed.

Authorized signature:

Project
Name: _____
(printed)

For: _____
Company Name (printed)

By: _____
Signature of Authorized Representative/Title

Date: _____

(Please return this form with your bid form and/or proposal submittal)





BWWB CONTRACTORS EEO REPORT

1. MARK APPROPRIATE BLOCK PRIME COMPANY SUB COMPANY

2. COMPANY NAME, CITY, STATE: _____

3. BWWB PROJECT/WORK LOCATION (CITY, COUNTY AND STATE) _____

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL RACIAL/ETHNIC MINORITY		BLACK OR AFRICAN AMERICAN		HISPANIC OR LATINO		AMERICAN INDIAN OR ALASKA NATIVE		ASIAN		NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER		TWO OR MORE RACES		WHITE		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS																						
SUPERVISORS																						
FOREMEN/WOMEN																						
CLERICAL																						
EQUIPMENT OPERATORS																						
MECHANICS																						
TRUCK DRIVERS																						
IRONWORKERS																						
CARPENTERS																						
CEMENT MASONS																						
ELECTRICIANS																						
PIPEFITTERS/PLUMBERS																						
PAINTERS																						
LABORERS - SEMI SKILLED																						
LABORERS - UNSKILLED																						
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

TABLE C (Data by racial status)		5. DATE		6. REVIEWED BY: (Signature and Title of BWWB Representative)		7. DATE	
APPRENTICES							
OTJ TRAINEES							

4. PREPARED BY: _____ (Signature and Title of Contractor Representative)

5. DATE: _____

6. REVIEWED BY: _____ (Signature and Title of BWWB Representative)

7. DATE: _____



Supplier Information Form

1. Name of Company

As Shown On W9 (Line 1)

2. Doing Business As

As Shown On W9 (Line 2):

3. Mailing Address:

4. City: _____ State: _____ Zip: _____

5. Business#: _____ Cell#: _____

6. Primary Contact Person: _____

7. Primary Contact Person Email: _____

8. Secondary Contact Person: _____

9. Secondary Contact Person Email: _____

10. Type of Business: _____

11. Federal ID#: _____

12. Historically Underutilized Business Status: Choose One

(MUST INCLUDE COPY OF CERTIFICATE FROM CERTIFYING AGENCY)

13. Description of Products and/or Services:

14. COMMENTS:

15. If you are a Prime (General Contractor), Subcontractor or Sub-subcontractor, please provide your Contractor License Number:

General Contractor License #: _____

Subcontractor License #: _____

Sub-subcontractor License #: _____

***The Birmingham Water Works Board
3600 1st Avenue North, Birmingham, AL 35222
Phone: (205) 244-4300 • Website: www.bwwb.org***



Supplier Diversity/Community Involvement Program Questionnaire

Supplier Diversity Program (SDP) promote supplier diversity in public contracting in a manner that develops, strengthens and increases business opportunities for Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Veteran Business Enterprise (VBE). Please fill-out the following information on your company's SDP.

1. Supplier Name:

2. Contact Person and Title:

3. Contact Person's Email:

4. Contact Person's Office# :

5. Does your company have a Supplier Diversity Program: No

a. If yes, please provide your website or any information pertaining to your SDP.

6. Community involvement is the **power to bring positive, measurable change to both the communities in which you operate and to your business**. Please provide any involvement with the community that your company participates in: Ex: charities, scholarships, etc. (United Way, Salvation Army, Children's Hosp., H2O Foundation, etc.)

CERTIFICATION REGARDING DEBARMENT

(_____)

Bid Name and Number

The below-signed Bidder at this moment certifies that it, its officers, directors, owners, stockholders, and its principals:

(i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with any Federal department or agency;

(ii) Have not within three years preceding this bid been: debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with any Federal department or agency; or convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (ii) above.

Executed on this the _____ day of _____, 20 ____.

BIDDER

By: _____
Its: _____

THE STATE OF ALABAMA)

_____ COUNTY)

BEFORE ME, a Notary Public in and for said County, in said State, here by certifies that _____, whose name as _____ of _____, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged that on this day, that being informed of the contents of said instrument, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand, this _____ day of _____, 20 ____.

Notary Public
My commission ends: _____

Receipt of Bid Package

Date/Time Receipt of Response

Bid Name: _____

Bid No: _____

Issuing Officer: Jonathan Jett

Company: _____

Name of Delivery Agent: _____

Signatures

Delivery Agent Signature: _____

Purchasing Department Signature: _____

The BWW Purchasing Department shall retain all hard copies of each applicable receipt of bid package(s). The BWW Purchasing Department must have an applicable, executed receipt of bid package per terms and conditions of the applicable solicitation for a potential supplier's bid to be considered responsive, pending evaluation of appropriate staff.