



April 10, 2023

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## ADVANCED METERING INFRASTRUCTURE (AMI) CONSULTING SERVICES

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Subject: Request for Proposal

Prospective Responders:

Sealed technical proposals for consultant services for Advanced Metering Infrastructure (AMI). The attached Request for Proposal (RFP) package (both hard and electronic copy) must be submitted no later than Monday, June 12, 2023 at 4:30 p.m. CST to the below address:

The Water Works Board of the City of Birmingham (BWWB)  
Attention: Derrick M. Murphy  
[ami.procurement@bwwb.org](mailto:ami.procurement@bwwb.org)  
3600 First Avenue North  
Birmingham, AL 35222

The RFP and public notice can be obtained by [visiting https://www.bwwb.org/business/bids](https://www.bwwb.org/business/bids). Mailed submittals must clearly label the package titled Advanced Metering Infrastructure (AMI) Consulting Services and name of the Proposer on the outside of the delivery package. Ten (10) bind copies must be comb, spiral, or glue style. Three ring binders are not acceptable as a binding method. The BWWB recommends that the Proposer's RFP submittals be limited to no more than 30 pages (not including the cover letter, resumes, etc.). The RFP outlines the schedule for the submission and evaluation of the submittals. These are tentative dates only; the BWWB reserves the right to adjust these dates at its sole discretion.

**A mandatory Pre-Proposal Conference will be held on Monday, May 1, 2023 at 10:30 a.m. Proposal will not be accepted from any prospective Firm who does not attend the Pre-Proposal Conference at the below address:**

The Water Works Board of the City of Birmingham  
Training Room- Ground Floor  
3600 First Avenue North  
Birmingham, AL 35222

The Water Works Board of the City of Birmingham ("BWWB") has adopted a voluntary Historically Underutilized Business ("HUB") Program designed to encourage the participation of HUB firms. To that end, the BWWB will never exclude any firm from participation in, deny any person benefits of, or otherwise discriminate in connection with the award and performance of

BWWB contracts based on racial, gender, social, or economic status. It is the intent of the BWWB to foster competition among contractors, suppliers, vendors, and firms that will result in better quality and more economical services for the BWWB. Under this program, the BWWB has established a goal of 30% participation of HUB firms for services required for BWWB projects. The BWWB's stated goal will not be the determining factor in contract awards; rather Firms must demonstrate compliance with the Good Faith Efforts, more particularly outlined in the HUB Program, toward meeting said goal.

Alabama Code §31-13-9 (1975) provides that as a condition for the award of any contract by The Water Works Board of the City of Birmingham, a business entity or employer that employs one or more employees within the state of Alabama shall provide documentation of enrollment in the E-Verify program.

The Board right is reserved to reject any proposals submitted, waive any informalities and technicalities, and award to the proposer it is deemed to serve the "Board's" interests best and most economically. The Board reserves the right to cancel the contract due to non-satisfactory performance or if the proposer is found to violate the terms and conditions or does not correct any violations of the proposal. The Board reserves the right to re-advertised.



## REQUEST FOR PROPOSAL

Proposals shall be submitted in a **SEALED ENVELOPE** with the label provided below affixed to the front. The Water Works Board of the City of Birmingham reserves the right to reject proposals improperly labeled. The envelope shall also show the Firm's name and address.

**FROM:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **SEALED TECHNICAL PROPOSAL**

**TO BE DELIVERED AND OPENED BY:**

**THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM  
ATTENTION: DERRICK M. MURPHY  
[AMI.PROCUREMENT@BWWB.ORG](mailto:AMI.PROCUREMENT@BWWB.ORG)  
3600 FIRST AVENUE NORTH  
BIRMINGHAM, AL 35222**

**PROPOSAL TITLE:** ADVANCED METERING INFRASTRUCTURE (AMI) CONSULTING SERVICES

**PROPOSAL NUMBER:** TO BE DETERMINED / LEAVE BLANK

**PROPOSAL DUE DATE AND TIME:** MONDAY, JUNE 12, 2023 AT 4:30 P.M.



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## **Request for Proposal**

### **Advanced Metering Infrastructure (AMI) Consultant**

**April 2023**

The BWWB seeks innovative approaches to evaluate and develop a plan to transitioning to an Advanced Metering Infrastructure (AMI) solution with smart meters.

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# Section 1 – Scope of Services

## 1.1 Description

This Request for Proposal ("RFP") from interested Firms ("Firm" or "Firms") by The Water Works Board of the City of Birmingham (the "BWWB") seeks Information from a broad cross section of possible firms to provide innovative approaches to evaluate and develop a plan to transitioning to an Advanced Metering Infrastructure (AMI) solution with smart meters.

This RFP does not commit the BWWB to contract for any service whatsoever. If you would like to submit a proposal, Firms are advised that the BWWB will not pay for any information or administrative costs incurred in response to this RFP; all costs associated with responding to this RFP will be solely at the Firm's expense.

## 1.2 Water System Background

The BWWB acquired and has operated the water system since 1951. The system supplies raw and potable water to approximately 770,000 customers in a five-county region (Jefferson, St. Clair, Blount, Shelby, Walker). The BWWB operates 4 intake stations with a total rated pumpage capacity of 285 million gallons per day (MGD). The intakes draw water from the Cahaba River, Mulberry Fork, Sipsey Fork, and Inland Lake.

The BWWB owns and operates 4 surface water-fed filtration plants with a total treatment capacity of 190 MGD. The distribution system includes approximately 4,100 miles of cast iron, ductile iron, polyvinyl chloride, and galvanized line pipe. The system also includes 73 potable and raw water storage facilities, 51 pumping stations, 41 pressure reducing valve stations, 52,000 valves, 15,000 hydrants and over 220,000-meter settings. The BWWB maintains a system with over 200,000 major pieces of equipment.

The Capital Improvement Plan (CIP) serves as a planning instrument to identify needed capital expenditures and to coordinate the financing and timing of improvements in a way that maximizes the return to the customers. In addition, the planning process is a valuable means of coordinating and taking advantage of joint planning and development of projects where possible. Planning for capital facilities over time can promote better use of BWWB's financial resources and maintain an effective level of service for customers.

## 1.3 Project Information & Scope

### Business and Operational Needs

The BWWB has made it a strategic priority to become a smart water utility. A component of BWWB's strategy to become a "Utility of the Future" is to evaluate and develop a plan to transition to an AMI solution and to utilize smart meters to reduce leaks and improve business operations. This RFP should allow the BWWB to obtain innovative ideas for development of its AMI and smart water meter approach. This RFP will help the BWWB select a highly qualified firm to support the following objectives:

- a) Identify the best technologies in AMI and all-in-one fully integrated smart meters.
- b) Identify the best business model for BWWB for an AMI solution.
- c) Gather information about best practices in AMI implementation and smart meters.
- d) Identify the different types of communication solutions from the meter through the backhaul (Two-way communication required).
- e) Identify data analytics strategies and approaches required to support AMI and smart meters.
- f) Ensure integration with the BWWB's billing system and other systems as desired.
- g) Develop a business case that justifies implementation of an AMI solution on its operational benefits to include evaluations on the following: 1) Identify Meter Data Management (MDM) Systems, 2) Operational Technology (OT) ease of use, and 3) Customer Engagement (CE) choices.
- h) Identify ways to improve customer service and billing by providing more accurate data around consumption.
- i) Identify innovative solutions and a sound approach to execute the BWWB's strategic priority to become a Smart Water Utility of the future through the implementation of AMI and smart metering technology.

### Advanced Metering Infrastructure (AMI) Technology Implementation

The BWWB must evaluate the improvement of customer metering technologies to improve accuracy, notify customers of suspected leaks, enhance customer service and provide other



benefits. This includes metering technology with the capability to store hourly readings (or more frequently) and transmit these readings daily to the BWWB. The AMI technology implementation is expected to address these key elements:

### **Customer Satisfaction and Usability**

- a) Facilitate accurate customer metering and water conservation through better and more timely information about customer water use.
- b) Increase customer access to their bills and provide tools that allows them to better manage their water consumption.
- c) Enhance customer communications through customer facing presentment and user-friendly, self-service technologies.
- d) Improve data availability for customers.

### **Cost Management**

- a) Implementation of an AMI strategy that is consistent with the BWWB strategic priority.
- b) Demonstration of cost saving and improvements to revenue recovery efforts. In addition, cost efficient means of deployment.
- c) Improved efficiencies in the resulting meter reading operation.
- d) Evaluate leveraging existing network where possible.
- e) Identification of financing options.
- f) Remotely manage new/reactivation accounts and disconnects.

### **System Reliability & Safety**

- a) Compatibility and seamless integration with existing customer information system and other existing systems as desired.
- b) Improved service level commitments including timeliness and communication of

leak detection and turn-on/turn-offs for start and stop service.

- c) Monitor water quality and water pressure.
- d) Acquisition and deployment of all-in-one AMI smart meter.
- e) Rapidly identify inoperable/stuck meters, theft, backflow alerts, and tampering monitoring.

## **Innovation, Technology & Information**

- a) Provide basic and understandable tools for the utility to easily access and utilize the data.

### **1.4 AMI Consultant Expectation**

The selected consultant will be expected to perform the following services:

- a) Identify and document the technical, functional and operational performance requirements necessary for an AMI solution to deliver the benefits associated with the BWWB business case, strategic plan, and future enhancements (as mentioned in Section 1.3 and Section 1.4).
- b) Develop a baseline AMI implementation roadmap to provide to prospective vendors for a RFP or invitation to bid.
- c) Perform a product comparison for metering technology and data collection network options, including data security and privacy protection.
- d) Evaluate BWWB's internal systems, such as Systems, Applications, and Products (SAP), compatibility with potential water meters & sensors vendors, data collection network, and software options.
- e) Provide a detailed overview of vendors that are potentially capable of meeting the identified technical, functional and performance requirements.
- f) Identify a short-list of vendors who should be invited to participate in a RFP or invitation to bid.
- g) Create a request for proposal (RFP) or invitation to bid for an AMI solution based on the requirements identified.

- h) Facilitate the technical, functional and commercial evaluation by BWWB stakeholders of AMI solution proposals including the development of an evaluation methodology.
- i) Facilitate AMI Solution vendor short-list interview and demonstration sessions.
- j) Create an RFP or invitation to bid scoring evaluation methodology.
- k) Development of a vendor cost comparison model and experience to assist BWWB with understanding the relative costs of each AMI vendor's proposed solution.
- l) Assist with the development of an AMI contract structure, which includes but not limited to relevant Exhibits and Statements of Work.
- m) Support BWWB with the RFP or invitation to bid process.
- n) Support the develop of the implementation communication plan to internal staff and BWWB customers.

## Section 2 – Format of Proposal Response

### Proposal Submittal and General Guidelines

Firms will be evaluated on their approach to learning about BWWB business needs, AMI/MDM/OT/CE knowledge, and qualifications and experience. Ten (10) RFP submittal packages (both hard copy and electronic copy via email) shall be submitted no later than **Monday, June 12, 2023** to the below address:

The Water Works Board of the City of Birmingham  
Attention: Derrick M. Murphy  
[ami.procurement@bwwb.org](mailto:ami.procurement@bwwb.org)  
3600 First Avenue North  
Birmingham, AL 35222

Mailed submittals must clearly marked the package title BWWB Advanced Metering Infrastructure (AMI) and name of the Proposer on the outside of the delivery package. The ten (10) bind copies must be comb, spiral, or glue style. Three ring binders are not acceptable as a binding method. The BWWB recommends that the Proposer's RFP submittals be limited to no more than 30 pages (not including the cover letter, resumes, etc.). **See Section 4 – Minimum Deliverables**

## **Acceptance/Rejection of Responses**

The BWWB reserves the right and holds at its discretion the following rights and options:

- a) To waive any or all informalities in any RFPs.
- b) To reject any or all responses.
- c) To issue subsequent requests.

## **Addenda**

Questions must be submitted prior to the referenced deadlines. Failure to acknowledge addenda may result in a submittal to be deemed non-responsive by the BWWB.

## **Professional Services Agreement**

A Professional Consultant Services Agreement will be negotiated and finalized between the BWWB and the selected consultant firm.

## **RFP Cover and Cover Letter**

Clearly label the RFP cover and the subject line in the cover letter with Request for Proposal for Advanced Metering Infrastructure (AMI) Consulting Services. The cover letter should identify the consultant name, table of context, and contact person with his/her title. Include address, mailing address, email address, phone number, fax number, and any other information that will allow the BWWB to reach the contact person quickly and directly. The cover letter should include the name of the proposed Consultant Project Manager.

Proposal should correspond to the headings of this RFP as follows:

- a) Minimum Deliverables (Section 4).
- b) Terms and Conditions (Section 5).
- c) Pricing (Section 6).
- d) Business Profile and HUB Partnerships (as required in Section 7).

## Section 3 – Timeline

### Anticipated RFP Schedule

The following schedule has been established for the submission and evaluation of the RFPs. These are tentative dates only; the BWWB reserves the right to adjust these dates at its sole discretion. A mandatory Pre-Proposal Conference will be held on Monday, May 1, 2023 at 10:30 a.m. **Proposal will not be accepted from any prospective Firm who does not attend the Pre-Proposal Conference at the below address:**

The Water Works Board of the City of Birmingham  
Training Room- Ground Floor  
3600 First Avenue North  
Birmingham, AL 35222

Key Dates and Times	Calendar
April 10, 2023 at 8:00 a.m. CST	RFP Issued
<b>May 1, 2023 at 10:30 a.m. CST</b>	<b>Pre-Proposal Conference</b>
May 15, 2023 at 4:30 p.m. CST	Final date and time for Consultant(s) to submit questions regarding the RFP.
May 22, 2023 at 4:30 p.m. CST	BWWB will respond in writing to the submitted questions.
June 12, 2023 at 4:30 p.m. CST	<b>Proposal Submission Due Date</b>
June 26, 2023	Short List for Interviews
July 12, 2023	Recommendation of Consultant to the Engineering and Maintenance Committee
July 26, 2023	Recommendation of Consultant to the Regular Board of Directors' Meeting
July 31, 2023	BWWB will notify Consultants of the selection

## Section 4 – Minimum Deliverables

The outline of the Proposal shall address the following:

- a) Description of the Firm's Proposed Scope of Services.
- b) If the Proposal involves partners or joint ventures they must be fully identified.

- c) An explanation of BWWB’s business and business needs for AMI.
- d) Comparable projects that address BWWB’s use of the Data.
- e) Familiarity with AMI solutions for water utilities.
- f) Describe other relevant experience of the Firm.
- g) Provide details of Firm’s experienced outlined in Section 1.4.
- h) Firm’s legal name, address, website, and telephone number.
- i) Technical and professional credentials, descriptions of relevant experience, and references.
- j) Description of prior experience, including similar projects, location, costs, and point of contact knowledgeable of performance.
- k) Describe lessons learned from similar projects.
- l) Proposed breakdown structure, including expected total hours, as well as the hourly rates for the project.
- m) An executed copy of the BWWB’s standard Conflict of Interests/Funds Paid Statement. **See attached**
- n) An executed copy of the BWWB’s Confidentiality agreement/NDA agreement. **See attached**

## Section 5 –Terms and Conditions

- a) BWWB will make the final decision for selection of the Firm and need not accept the lowest price.
- b) The BWWB reserves the right and holds at its discretion the following rights and options:
  - To amend and seek additional information for this RFP.
  - To waive any or all informalities in this RFPs.
  - To reject any or all responses to this RFP.
  - To issue subsequent RFPs.
- c) No contract is formed as a result of the selection. A contract between BWWB and the

Firm will only occur following the approval of and execution of a Professional Consultant Services Agreement.

- d) Addenda's must be submitted prior to the referenced deadlines. Failure to acknowledge addenda may result in a submittal to be deemed non-responsive by the BWWB.
- e) Firms shall adhere to all BWWB guidelines and policies, including the Historic Underutilized Business (HUB) Program.
- f) BWWB may withdraw this RFP at any time without explanation or comment. BWWB is under no obligation to accept any of the Proposals submitted.
- g) BWWB is not liable for any cost incurred by any Firm as a result of participating in this RFP, formulating a Proposal, the evaluation process, or prior to the final Agreement.
- h) The following minimum insurance requirements must be adhere to by all firms.
  - **Workers' Compensation: Statutory**
  - **Employer's Liability**
    - Bodily injury, each accident: \$2,000,000.00\*
    - Bodily injury by disease, each employee: \$2,000,000.00\*
    - Bodily injury/disease, aggregate: \$2,000,000.00\*
  - **General Liability**
    - Each Occurrence: (Bodily Injury and Property Damage): \$1,000,000.00
    - General Aggregate: \$2,000,000.00
  - **Automobile Liability – Combined Single Limit**
    - (Bodily Injury and Property Damage): \$1,000,000.00
  - **Professional Liability**
    - Each Claim Made: \$1,000,000.00
    - Annual Aggregate: \$2,000,000.00

\*The Owner shall be an additional insured on Consultant's general liability policy and automobile liability insurance.
- i) Please include a copy of any contracts or other written material you wish the BWWB

to consider.

## Section 6 - Pricing

- a) Firm's pricing for its Proposal must be sealed.
- b) Please identify the specific persons to be assigned to the project, their qualifications, and a work breakdown structure to include hourly rates.
- c) Any prices that are bundled or contingent upon other services must be noted.

## Section 7 – Business Profile and HUB Partnerships

- a) Include details of any partnerships, joint venture firms or individuals, or HUB Firms **(See Attached Historically Underutilized Business Program)** and a description of the training and experience/resumes of said firms.
- b) BWWB requests that each Proposal include the following information regarding any partnerships:
  - Describe the firm's previous experience with AMI procurement and any specific experience providing similar services to a water utility.
  - Provide a description of related assignments including scope of the assignments, client names and month and year of services performed.
  - Describe other relevant experience of the firm.
  - Provide references from five customers for whom you have performed similar services. Please include the company name, contact name, title, physical and email address, and telephone number.
  - Please provide a list of all managed and other projects completed within the last three years by the designated Project Manager.
  - Please include audited financial statements for the last three years.

Sincerely,



Derrick M. Murphy, MEng  
Assistant General Manager  
Engineering and Maintenance Division



## FUNDS PAID AND CONFLICT OF INTEREST 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)**





## **CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT ADVANCED METERING INFRASTRUCTURE (AMI) CONSULTING SERVICES**

**THIS CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT** (herein referred to as the “Agreement”) is made and effective the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between The Water Works Board of the City of Birmingham, an Alabama public corporation (herein referred to as the “Owner”), and \_\_\_\_\_ (herein referred to as the “Recipient”)(both the Owner and Recipient are hereinafter sometimes referred to as the “Parties”).

**NOW, THEREFORE**, the mutual covenants and conditions set forth below, the Parties agree as follows:

**1. Confidential Information.** (a) Owner proposes to disclose certain of its confidential and proprietary information (the “Information”) to Recipient for purposes of evaluating or performing various work associated with the Advanced Metering Infrastructure (AMI) Consulting Services (“the “Project”). The term Information shall include, but is not limited to, evaluate BWWB systems, create proposals, develop technical reports, diagrams, contracts as well as all information that the Owner has furnished and is furnishing to the Recipient, whether furnished before or after the date of this Agreement, whether tangible or intangible, and in whatever form or medium provided, as well as all information observed or generated by the Recipient or by its Representatives, as defined below, that contains, reflects, or is derived from the furnished information and other information observed, disclosed or submitted, orally, in writing, or by any other media, to Recipient by Owner. Nothing herein shall require Owner to disclose any of its information. (b) Owner and Recipient hereby acknowledge and agree that the Information is not generally known to the public or the industry in which Owner operates its business and the Information is deemed confidential for the purposes of this Agreement.

**2. Disclosure of Information.** The Recipient agrees that it will keep the Information confidential and that the Information will not, without the prior written consent of the Owner, be disclosed by the Recipient or by its officers, directors, partners, employees, affiliates, agents, or representatives (collectively, “Representatives”) in any manner whatsoever, in whole or in part, and shall not be used by the Recipient or by its Representatives other than in connection with the Project. Moreover, the Recipient agrees to transmit the Information only to such of its Representatives who need to know the Information for the sole purpose of assisting the Recipient in the Project, who are informed of this Agreement and who agree to be bound by the terms hereof as if a party hereto. In any event, the Recipient shall be fully liable for any breach of this Agreement by its Representatives and agrees, at its sole expense, to take all reasonable measures (including, but not limited to, court proceedings) to restrain its Representatives from prohibited or unauthorized disclosure or use of the Information.

**3. Recipient’s Obligations.** (a) Recipient agrees that the Information is to be considered confidential and proprietary to Owner and Recipient shall hold the same in confidence and shall not use the Information other than for purposes of its business with Owner in connection with the Project. Recipient will not disclose, publish or otherwise reveal any of the Information received from Owner to any other party

whatsoever except with the specific prior written authorization of Owner. The parties agree that disclosure of the Information would result in immediate and irreparable injury to Owner, for which Owner would have no adequate remedy at law. (b) Information furnished in tangible form shall not be duplicated by Recipient without the written consent of Owner. Upon the request of Owner, Recipient shall return all Information received in written or tangible form, including copies, or reproductions or other media containing such Information, produced either by Owner or Recipient, within ten days (10) days of such request.

**4. Term.** The obligations of Recipient herein shall be effective ten (10) years from the date Owner last discloses any Information to Recipient pursuant to this Agreement, or the date that Recipient is last employed by Owner, whichever last occurs. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between Owner and Recipient, by a trustee of Recipient in bankruptcy, or by Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law.

**5. Other Information.** Recipient shall have no obligation under this Agreement with respect to Information which (i) is or becomes publicly available without breach of this Agreement by Recipient; (ii) is rightfully received by Recipient without obligations of confidentiality; (iii) or is developed by Recipient without breach of this Agreement; provided, however, such Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to Owner along with the asserted grounds for disclosure.

**6. Return of Information.** Recipient agrees that, at the conclusion of its review of the Information, or within five business days of the Owner's request, all copies of the Information in any form whatsoever (including but not limited to any reports, memoranda, or other materials prepared by the Recipient or at its direction) will be delivered by the Recipient and its Representatives to the Owner. The Recipient's obligations under this Agreement shall continue in full force and effect notwithstanding the return of any Information.

**7. Request to Disclose.** In the event that the Recipient or anyone to whom it supplies the Information receives a request to disclose all or any part of the Information under the terms of a subpoena or order issued by a court or by a governmental body, the Recipient agrees:

(a) To notify the Owner immediately of the existence, terms, and circumstances surrounding such request;

(b) To consult with the Owner on the advisability of taking legally available steps to resist or narrow such request; and

(c) If disclosure of such Information is required to prevent the Recipient from being held in contempt or subject to other penalty, to furnish only such portion of the Information as, in the written opinion of counsel satisfactory to the Owner, it is legally compelled to disclose and to exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed Information.

**8. No License.** Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Information.

**9. Injunctive Relief.** The Recipient acknowledges and agrees that, in the event of any breach of this Agreement, the Owner would be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, it is agreed that, in addition to any other remedy to which it may be entitled in law or equity, the Owner shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to prevent breaches or threatened breaches of this Agreement and/or to compel specific performance of this Agreement, and that neither the Recipient nor its Representatives will oppose the granting of such relief. The Recipient also agrees to reimburse the Owner for all costs and expenses, including attorneys' fees, incurred by the Owner in attempting to enforce the obligations of the Recipient or of its Representatives hereunder.

**10. Continued Enforceability.** The Parties agree that any failure by Owner to pay any compensation which may be due, will not be an excuse or defense for any failure by Recipient to abide by the provisions of this Agreement. Moreover, the existence of any claim or cause of action of Recipient against Owner, whether predicted on this Agreement or otherwise, shall not constitute a defense to the enforcement by Owner of the provisions of this Agreement. The Parties further agree that any breach by Recipient of the provisions of this Agreement shall constitute a material breach and excuse Owner from any obligations it might have to Recipient regarding compensation or otherwise.

**11. No Publicity.** Recipient agrees not to disclose its participation in this undertaking, or the existence or terms and conditions of the Agreement.

**12. No Waiver.** No failure or delay by either party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof.

**13. Entire Agreement.** The Parties agree that this Agreement represents the entire understanding between the Parties, and supersedes all prior understandings or agreements, written or oral, pertaining to the matters herein. This Agreement may be modified or waived only by a separate writing by the Parties expressly so modifying or waiving such agreement.

**14. Severability.** If a court of competent jurisdiction determines that one or more provisions of this Agreement is in any respect unenforceable, invalid or illegal in any jurisdiction, such unenforceability, invalidity or illegality (1) shall not affect any other provision of this Agreement, which shall be construed as if such unenforceable, invalid or illegal provision had never been a part hereof, and (2) shall not render such provision or provisions unenforceable, invalid, or illegal in any other jurisdiction. In any event, the Parties intend each and every provision of this Agreement to be enforceable, valid and legal and each of them waives to the fullest extent permitted by law the right to object to any such provision.

**15. Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of Alabama applicable to contracts between residents of Alabama that are to be wholly performed within the state. The Parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction sitting in Jefferson County, Alabama. The Parties hereby irrevocably and unconditionally consent to the jurisdiction of any such court and hereby irrevocably and unconditionally waives any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding and any right of jurisdiction on account of the place of residence or domicile

of any party thereto. The Parties hereby irrevocably and unconditionally waive the right to a jury trial in connection with any claim arising out of or related to this Agreement or the Information.

16. **Assignment.** Recipient may not assign this Agreement or any interest herein without Owner's express prior written consent.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.

**WITNESS:**

**OWNER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**WITNESS:**

**RECIPIENT:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

# VENDOR CHECKLIST

Description/Vendor:

Bid/Proposal Due Date: June 12, 2023 at 4:30 p.m. CST

(If all forms are not returned with bid, your bid will be non-compliant)

<b>HUB FORMS and DOCUMENTATION CHECKLIST</b>		<b>Yes or No</b>
1.	HUB Form 1 – HUB Program Acknowledgement	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	HUB Form 2 – HUB Compliance Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	HUB Form 3 – Bid Solicitation Notice (BCIA) – (Only for Public Works Bids)	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	HUB Form 4 – Sub-Company Participation Form (Part 1 & 2)- Only for Sub-Contractors	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	HUB Form 5 – Sub-Company Performance Form (Part 1 & 2)- Only for Sub-Contractors	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	HUB Form 6 – Sub-Company Utilization Form (Part 1 & 2) – Public Works Bids only HUB Form 6- Direct Manufacturer/Supplier Certification (Goods & Service Bids only)	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.	HUB Form 7 – Hub Compliance Form – (Only for Public Works Bids)	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.	HUB Form 8 – Prime Company Monthly Report – (Applicable to All)	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.	HUB Form 9 – Prime Close-out Report – (Applicable to All)	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.	EEO Report	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.	Supplier Diversity Program Questionnaire	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.	Certification of Non-Discrimination	<input type="checkbox"/> Yes <input type="checkbox"/> No
13.	Debarment Form	<input type="checkbox"/> Yes <input type="checkbox"/> No

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**THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM  
HISTORICALLY UNDERUTILIZED BUSINESS PROGRAM**

**General Mission Statement**

**The Water Works Board of the City of Birmingham (“BWWB”) has adopted a voluntary Historically Underutilized Business (“HUB”) Program designed to encourage the participation of HUB firms in construction projects and goods and services. To that end, the BWWB will not exclude any firm from participation in, deny any person benefits of, or otherwise discriminate in connection with the award and performance of BWWB construction contracts and goods and services bids based on racial, gender, social, or economic status.**

**It is the intent of the BWWB to foster competition among contractors, suppliers and vendors that will result in better quality and more economical services for the BWWB. Under this program, the BWWB has established a goal of 30% participation of HUB firms for services required for BWWB construction projects and goods and services. The BWWB’s stated goal will not be the determining factor in construction and goods and services contract awards; rather bidders must demonstrate compliance with the Good Faith Efforts, more particularly outlined below, toward meeting said goal.**

**Failure on the part of a bidder to fully submit the information required herein may be considered by the BWWB in evaluating whether the bidder is responsive to bid requirements.**

**NOTE: If Bidder is a direct manufacturer/direct supplier of the goods or services sought in this Bid and has no opportunities for HUB participation, Bidder should fill out the Direct Manufacturer/Supplier Certification Form 6.**

**Program Goals**

- To ensure nondiscrimination in the award and administration of BWWB construction contracts and bids goods and services.
- To help to remove barriers to the participation of HUB firms in receiving BWWB construction contracts and bids for goods and services.
- To create a level playing field on which HUB firms can compete fairly for BWWB construction contracts and bids for goods and services.

**Definitions**

1. Historically Underutilized Business (HUB): 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).
2. Minority Business Enterprise (MBE): A business that is formed for the purpose of making a profit and is at least 51% owned, operated and/or controlled by a person who is a member of the following groups: African/Black Americans; Hispanic Americans; Asian Pacific Americans; Subcontinent Asian Americans; Native Americans or American Women.

3. Disadvantaged Business Enterprise (DBE): A business that is formed for the purpose of making a profit and is at least 51% owned, operated and/or controlled by one or more socially and/or economically disadvantaged individuals. A socially disadvantaged individual is one who has been a subject of racial, ethnic or gender bias because of their membership in a group. An economically disadvantaged individual is one whose ability to compete in the free enterprise system is impaired due to diminished opportunities to obtain capital and credit.
4. Women's Business Enterprise (WBE): A business enterprise formed for the purpose of making a profit and is at least 51% owned, operated and/or controlled by American citizens or permanent resident aliens who are women.
5. Birmingham Construction Industry Authority (BCIA): The BCIA (Website [www.bcial.org](http://www.bcial.org)) is a voluntary program developed to maximize HUB participation in the construction industry of the Birmingham area. Owners of construction projects in both the public and private sector participate in the BCIA's efforts to increase the participation of HUB in their construction projects. HUB firms are certified as MBE, DBE or WBE by the BCIA and receive business counseling and technical assistance provided by the BCIA staff.

### **Resources for Identifying HUB Participants**

Each bidder/prime contractor must contact BCIA for assistance in identifying HUB participants. In addition to the BCIA, the following are resources for identifying HUB participants. Each bidder/prime contractor must show proof that where appropriate, these other resources were contacted for assistance in identifying Hub participants. The other resources are:

1. Alabama Department of Economic and Community Affairs, Office of Minority Business Enterprise.  
Mr. Scott Stewart, Manager; Phone (334) 353-3966; FAX (334) 353-4311  
Email; [Scott.stewart@adeca.alabama.gov](mailto:Scott.stewart@adeca.alabama.gov)
2. Birmingham Airport Authority; Phone (205) 595-0533; FAX (205) 599-0538  
Website: [info@flybirmingham.com](mailto:info@flybirmingham.com)
3. Alabama Department of Transportation Disadvantaged Business Enterprises; John Huffman  
Phone: (334) 242-6251; FAX (334) 242-6256; Email: [huffmanjo@dot.state.al.us](mailto:huffmanjo@dot.state.al.us)  
Website: [www.dot.state.al.us](http://www.dot.state.al.us)
4. Department of Innovation & Economic Opportunity; Tene Dolphin  
Phone (205) 254-2799; FAX (205) 254-7741; Email: [tene.dolphin@birmingham.al.gov](mailto:tene.dolphin@birmingham.al.gov)  
Alabama Department of Transportation; Phone (334) 244-6261  
Website: [www.dot.state.al.us](http://www.dot.state.al.us)
5. Governor's Office of Minority and Women's Business Enterprises  
Phone 1-800-447-4191 and (334) 242-2220; FAX (334) 242-4203
6. U.S. Department of Commerce Minority Business Development Agency  
Phone: (404) 730-3300; FAX (404) 730-3313; Website; [www.mbda.gov](http://www.mbda.gov)
7. U.S. Small Business Administration, Alabama District Office  
Phone: (205) 290-7101; FAX (205) 290-7404; Email: [Carol.house@sba.gov](mailto:Carol.house@sba.gov)  
Website: [www.sba.gov/offices/district/al/birmingham](http://www.sba.gov/offices/district/al/birmingham)
8. U.S. Department of Transportation Office of Small and Disadvantaged Business Utilization  
Phone: (202) 366-7228; FAX (202) 366-7228

9. National Association of Minority Contractors; Website: [www.namec-atl.org](http://www.namec-atl.org)
10. BCIA (Birmingham Construction Industry Authority) Contact: Kimberly Baylor Bivins, [kbaylorbivins@bcia1.org](mailto:kbaylorbivins@bcia1.org); or Ashley Orl, [aorl@bcia1.org](mailto:aorl@bcia1.org)
11. Minority Supplier Development Council Southern Regions; Contact Mark Samuels; Phone (504) 293-0404; FAX (504) 293-0401; Email: [msamuel@srmsdc.org](mailto:msamuel@srmsdc.org)
12. Birmingham Business Resource Center; Website: [www.mybbrc.biz](http://www.mybbrc.biz); Contact: Brandon Pettagruie, [brandon@bbrc.biz](mailto:brandon@bbrc.biz) or Bob Dickerson, [bdickerson@bbrc.biz](mailto:bdickerson@bbrc.biz), 205-250-6380 ext. 6610

### **Affirmative Steps for Good Faith Solicitation**

All bidders must submit to BWWB in their sealed bids evidence of the following Affirmative Steps taken to utilize HUB's. These Affirmative Steps are required methods to ensure that HUB's have the opportunity to compete for contracts with BWWB.

It is up to BWWB to make a fair and reasonable judgement whether a bidder/prime company made adequate good faith efforts. The BWWB will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder/prime company made. The efforts employed by the bidder/prime company should be those that one could reasonably expect a bidder/prime company to take if the bidder/prime company were actively and aggressively trying to obtain HUB participation sufficient to meet the HUB Program goals.

Below is a list of types of steps that BWWB will consider as part of the bidder's/prime company's good faith efforts to obtain HUB participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

1. Ensure HUB's are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices and notifying BCIA, or other available sources) the interest of all certified HUB's who have the capability to perform the work of the contract. The bidder/prime company must solicit this interest within sufficient time to allow the HUB's to respond to the solicitation. The bidder/prime company must determine with certainty if the HUB's are interested by taking appropriate steps to follow up initial solicitations.
2. Make information on forthcoming opportunities available to HUB's and arrange time frames for the submission and finalization of contracts and established delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by HUB businesses in the competitive process. This includes, at a minimum, seeking and receiving solicitations for contract bids or proposals 2 calendar days before sealed bids are due to BWWB.
3. Once the contract has been awarded, the prime company should continue to use its best efforts to further increase HUB participation toward reaching the BWWB stated goal.
4. Consider in the bidding process when competing for large contracts the possibility of dividing total requirements whenever economically feasible into smaller tasks or quantities to permit maximum participation by HUB's in the competitive process.
5. Encourage contracting with a consortium of HUB's when a contract is too large for one such firm to handle individually.

6. Negotiate in good faith with interested HUB sub-companies. Evidence of such good faith negotiations should include the names, addresses, and telephone numbers of HUB sub-companies that were considered; a description of the information provided regarding the request for proposal, request for qualifications, plans and specifications for the work selected for contracting; and evidence as to why additional agreements could not be reached for HUB sub-companies to perform the work.
7. Use the resources of the BCIA and the other resources identified above.
8. Provide documented proof of steps taken to comply with items 1 through 7 above.

**Bidders/Prime companies must submit or provide the following HUB Forms as outlined below:**

- 1) **Acknowledgement of HUB Program (HUB Form 1)**. All bidders are to read, sign and include in their sealed bid the Acknowledgement of HUB Program, indicating that they fully understand and will voluntarily participate in and follow the guidelines and instructions included in the BWWB HUB Program.
- 2) **HUB Compliance Form (HUB Form 2)**. This form must be completed and included with all sealed bids for goods and services/public works with the BWWB.
- 3) **HUB Bid Solicitation Notice (HUB Form 3)**. All bidders shall complete this form and submit to the BWWB and the BCIA no later than seven (7) days after the scheduled date of the pre-bid conference. This form may be submitted in person at the pre-bid conference. Prospective bidders are to submit with their bid documents a copy of their HUB Form 3 with acknowledgement of receipt box completed by BCIA. (This form is used for Public Works bids only)
- 4) **HUB Sub-company Participation Form (HUB Form 4- (Part 1&2))**. This form gives a HUB sub-company the opportunity to describe the work the HUB sub-company received from the bidder/prime company, how much the HUB sub-company was paid, and any other concerns the HUB sub-company might have. Bidder/prime company shall provide copies of HUB Form 4 to all HUB sub-companies.
- 5) **HUB Sub-company Performance Form (HUB Form 5)- (Part 1&2)**. This form captures an intended HUB sub-company's description of work to be performed for the bidder and the price of the work proposed to be performed by the HUB sub-company. This form is to be provided by the bidder to each HUB sub-company and submitted along with the HUB Compliance Form included in the bid documents.
- 6) **HUB Sub-company Utilization Form (HUB Form 6- (Part 1&2))**. This form captures the bidder's/prime company's intended use of an identified HUB sub-company and the estimated dollar amount of the work. This form is to be completed by the bidder/prime company and submitted with the HUB Compliance Form included in the bid documents.
- 7) **Changes to Approved HUB Compliance Form (HUB Form 7)**. If any changes, substitutions, or additions are proposed to the sub-company identified in the bid or any other time during the work, the bidder/prime company must submit this information to BWWB for prior written approval. No changes to the sub-company can occur without the BWWB's prior written consent.

8) **Monthly Report Form (HUB Form 8)**. With each monthly pay request submitted to BWB, the prime company is required to submit updated monthly **HUB Form 8** reports which identify HUB firms' participation. Monthly pay requests **will not be processed** without the updated list of HUB firms.

9) **Project Close-out Report (HUB Form 9)**. Upon completion of the contract and prior to final payment or release of retainage, the prime company is required to submit a **HUB Form 9** Project Close-Out Report that includes a final listing of all HUB participants on the project. The Project Close-Out Report, with documented HUB participation, is a prerequisite to process the final pay request.

Sub-companies must be certified as HUBs in order to be counted toward the bidder's/prime company's HUB accomplishments.

The documentation of the good faith solicitation efforts must be detailed in order to allow for satisfactory review. Such documentation might include fax confirmation sheets, copies of solicitation letters/emails, printouts of the online solicitations, printouts of online search results, affidavits of publication in newspapers, etc. The bidder/prime company is strongly encouraged to follow up on each written, fax, or email solicitation with at least one logged phone call.

The bidder/prime company must employ the affirmative steps set out above to subcontract with HUB, even if the bidder/prime company has met its goal of HUB participation.

If a HUB sub-company fails to complete work under the subcontract for any reason, the prime company must notify BWB in writing prior to any termination and must employ the good faith efforts described above if using a replacement sub-company. Any proposed changes from an approved HUB sub-company must be reported to BWB on the Changes to Approved HUB Compliance Form (**HUB Form 7**) prior to initiation of the action.

**HUB FORM 1**

**HUB PROGRAM ACKNOWLEDGEMENT**

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 acknowledgement 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.

Submitted by: \_\_\_\_\_ Company: \_\_\_\_\_

Signed by: \_\_\_\_\_

## **HUB COMPLIANCE FORM 2 INSTRUCTIONS**

**Please submit the following with the HUB COMPLIANCE FORM:**

- (1) 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.
- (2) Proof of HUB certification for each subcontractor listed as a HUB.
- (3) 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.
- (4) Justification for not selecting a certified HUB subcontractor that submitted a low bid for any subcontract area.
- (5) HUB Form 5 – HUB Subcontractor Performance Form.
- (6) HUB Form 6 – HUB Subcontractor Utilization Form.

**HUB FORM 2**

**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 signature)

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

\_\_\_\_\_  
(Printed name and title)

**GENERAL INFORMATION:**

Owner contact: \_\_\_\_\_

Owner phone number/email: \_\_\_\_\_

Bidder/prime company: \_\_\_\_\_

Bidder/prime company contact: \_\_\_\_\_

Bidder/prime phone number/email: \_\_\_\_\_

Bidder/prime company bid amount: \$ \_\_\_\_\_

Proposed HUB Sub-company participation amount: \$ \_\_\_\_\_ Percentage: \_\_\_\_\_ % Goal: 30%



**HUB FORM 3**

**THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM  
HUB BID SOLICITATION NOTICE**

**(This form is used for Public Works Bids Only)**

BWWB PROJECT:

LOCATION: **Birmingham, Alabama**

BID DATE:

To: Birmingham Construction Industry Authority (BCIA)  
601 37<sup>th</sup> Street South  
Birmingham, Alabama 35222  
BCIA Fax: (205) 324-6210  
Website: [www.bcia1.org](http://www.bcia1.org)  
kbaylorbivins@bcia1.org or aorl@bcia1.org

**cc: Fax # or email for Buyer**

We hereby request assistance from the BCIA in securing proposals from HUB firms per the below listing of construction specialties. In order to be considered, proposals must be received in the Office of the General Contractor on or before the below listed date and time.

Please contact the following for additional information and assistance:

General Contractor/Contact:

\_\_\_\_\_

Address:

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

DEADLINE FOR RECEIPT OF PROPOSALS FROM HUB firms:

Date: \_\_\_\_\_ Time: \_\_\_\_\_

\_\_\_\_\_  
General Contractor Signature and Date

**FOR BCIA USE ONLY**

Date Received: \_\_\_\_\_

By: \_\_\_\_\_

**HUB BID FORM 3 SOLICITATION NOTICE CATEGORIES**

**(Only for Public Works Bids)**

Check all categories that apply to the referenced project:

- Demolition: \_\_\_\_\_
- Dewatering: \_\_\_\_\_
- Geotechnical Work: \_\_\_\_\_
- Material Testing: \_\_\_\_\_
- Site Clearing and Grubbing: \_\_\_\_\_
- Grading/Earthwork: \_\_\_\_\_
- Erosion Control/Silt Fence: \_\_\_\_\_
- Fencing: \_\_\_\_\_
- Grassing: \_\_\_\_\_
- Landscaping/Plantings: \_\_\_\_\_
- Pavement Striping/Marking: \_\_\_\_\_
- T.V. Inspection: \_\_\_\_\_
- Prep Manholes for Rehabilitation: \_\_\_\_\_
- Pipe Point Repairs: \_\_\_\_\_
- Hauling/Trucking: \_\_\_\_\_
- Concrete Curb & Gutter: \_\_\_\_\_
- Concrete Sidewalks: \_\_\_\_\_
- Pour & Finish Concrete Flat Work: \_\_\_\_\_
- Concrete Formwork: \_\_\_\_\_
- Install Reinforcing Steel: \_\_\_\_\_
- Point, Patch & Rub Concrete: \_\_\_\_\_
- Cementious Coatings: \_\_\_\_\_
- Masonry Work: \_\_\_\_\_
- Wood Cabinets: \_\_\_\_\_
- Asphalt Shingle Roofing: \_\_\_\_\_
- Built-up Roofing: \_\_\_\_\_
- Metal Roofing: \_\_\_\_\_
- Gutters and Downspouts: \_\_\_\_\_
- Waterproofing/Dampproofing: \_\_\_\_\_
- Insulation: \_\_\_\_\_
- Glass & Glazing: \_\_\_\_\_
- Gypsum Wall Board System: \_\_\_\_\_
- Ceramic/Quarry Tile: \_\_\_\_\_
- Resilient Flooring: \_\_\_\_\_
- Acoustical Ceilings: \_\_\_\_\_
- Carpet: \_\_\_\_\_
- Wall Coverings: \_\_\_\_\_
- Painting: \_\_\_\_\_
- HVAC: \_\_\_\_\_
- Plumbing: \_\_\_\_\_
- Electrical: \_\_\_\_\_
- Underground Duct Banks: \_\_\_\_\_
- Material Supply: \_\_\_\_\_
- Other: \_\_\_\_\_

**HUB FORM 4**  
**HUB Sub-Company Participation Form (Part 1)**

Bidders/prime companies must provide this form to its HUB sub-companies. This form gives a HUB sub-company the opportunity to describe work received and/or report any concerns regarding the project (e.g., in areas such as termination by prime company, late payments, etc.). The HUB sub-company can complete and submit this form to BWB at any time during the project period of performance.

Sub-Company Name:		Bid Name:	
Bid/Proposal No.		Point of Contact:	
Address:			
Telephone No.		Email Address:	
Prime Company Name:			

Contract Item Number	Description of Work Received from the Prime Company Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Company

**HUB Sub-Company Participation Form 4 (Part 2)**

Please use the space below to report any concerns regarding the above project:

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<b>Sub-Company Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

**HUB Form 5**

**HUB Sub-Company Performance Form (Part 1)**

This form is intended to capture the HUB Sub-company's description of work to be performed and the price of the work submitted to the HUB. Bidder/Prime company must require its Sub-company to complete this form and include all completed forms in the sealed bid package.

Sub-Company Name:	Bid Name:
Bid/Proposal No.	Point of Contact:
Address:	
Telephone No.	Email Address:
Bidder/Prime Name:	

Contract Item Number	Description of Work Submitted to the Bidder/Prime Company Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to Bidder/ Prime Company

**HUB Sub-Company Performance Form 5 (Part 2)**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the Sub-company above. Bidder/Prime company is aware that in the event of a replacement of a Sub-company; it will adhere to the replacement requirements set forth in HUB program.

<b>Bidder/Prime Company Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Sub-company Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

**If this form does not apply, please write NA, sign and return**

**Form 6**

**HUB Sub-Company Utilization Form (Part 1)**

This form is intended to capture the bidder's/Prime company actual and/or anticipated use of identified certified HUB Sub-company, the date the HUB Sub-company submitted the bid or proposal, and the estimated dollar amount of each contract. This form must be completed and included in the sealed bid package. Bidder/Prime company should also maintain a copy of this form on file.

Company Name:	Bid Name:
Bid/Proposal No.	Point of Contact:
Address:	
Telephone No.	Email Address:

I have identified potential HUB certified Sub-companies	<input type="radio"/> Yes	<input type="radio"/> No		
If yes, please complete the table below. If no, please explain:				
Sub-Company Name/ Company Name	Company Address/Phone/Email	Solicitation Date	Est. Dollar Amt.	Currently HUB Certified Y/N

Continue on back if needed

**HUB Subcontractor Utilization Form 6 (Part 2)**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the Sub-company above. I am aware of that in the event of a replacement of a Sub-company; I will adhere to the replacement requirements set forth in HUB Program.

<b>Bidder/Prime Company Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>



**HUB Form 7**

**Changes to Approved HUB Compliance Form**  
**(Only for Public Works Bids)**

**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 that criteria used in selecting Sub-companies were applied equally to all potential participants.**

\_\_\_\_\_  
(Prime Company signature)

Date \_\_\_\_\_

\_\_\_\_\_  
(Printed name and title)

**GENERAL INFORMATION:**

- (1) If an approved Sub-company is terminated or replaced, please identify this company and briefly state reason.
- (2) For new or additional Sub-companies, list name, trade, address, telephone number, contact person, dollar amount of contract, and HUB status.
- (3) Attach proof of HUB certification for each Sub-company listed as a HUB.
- (4) Attach documentation of solicitation effort for prospective HUB firms, such as fax confirmation sheets, copies of solicitation letters/emails, printouts of the online solicitations, printouts of online search results, affidavits of publication in newspapers, etc. The prime company is strongly encouraged to follow up each solicitation with at least one logged phone call.
- (5) Provide justification for not selecting a certified HUB Sub-company that submitted a low bid for any contract area.

**HUB Form 8**

**THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM**

**MONTHLY REPORT FORM**

**(TO BE SUBMITTED WITH EACH MONTHLY PAYMENT REQUEST)**

**HUB DOCUMENTATION**

PRIME COMPANY: \_\_\_\_\_

CONTACT: \_\_\_\_\_

NAME OF PROJECT: \_\_\_\_\_

TOTAL PROJECT AMOUNT \$ \_\_\_\_\_

SUBMITTED WITH PAYMENT REQUEST NUMBER: \_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_

List Each HUB Firm Utilized	Original Contract Amount (\$)	BILLINGS		
		Previous (\$)	This Period (\$)	Total (\$)
<b>Totals</b>				

**Instructions:**

1. Complete this form regarding the HUB firm's utilized on the specified project.
2. Submit completed form with each monthly payment estimate to BWWB.
3. Submission of this form is a prerequisite for processing the monthly payment estimate.
4. If no HUB firm is utilized, write/type "N/A" in the first blank in the left-hand column.

**HUB FORM 9**

(Only for Public Works Bids)

**THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM**

**PROJECT CLOSEOUT REPORT**

**PRIME COMPANY:** \_\_\_\_\_

**CONTACT:** \_\_\_\_\_

**NAME OF PROJECT:** \_\_\_\_\_

**TOTAL PROJECT AMOUNT \$** \_\_\_\_\_  
(BID/PROPOSAL AMOUNT)

**FINAL PROJECT AMOUNT \$** \_\_\_\_\_  
(FINAL AMOUNT INCLUDING CHANGE ORDERS)

**DATE SUBMITTED:**  
\_\_\_\_\_

List Each HUB Firm Utilized	Original Contract Amount (\$)	Final Contract Amount (\$)	Changes in Original and Final Contract Amounts (\$)
<b>Totals</b>			

**Instructions:**

1. Complete this form regarding the HUB firm's utilized upon completion of the specified project.
2. Submit completed form to BWWB with request for release of retainage.
3. If no HUB firm is utilized, write/type "N/A" in the first blank in the left-hand column.

\*\*END OF HUB PROGRAM SECTION\*\*





**Directors/Officers**

Tereshia Q. Huffman  
*Chairwoman*

William "Butch" Burbage, Jr., CPA  
*Vice-Chairman*

Ronald A. Mims  
*Second Vice-Chairman*

Raymond "Larry" Ward  
*Secretary-Treasurer*

Carl Dalton NeSmith, Esq.  
*Assistant Secretary-Treasurer*

Lucien B. Blankenship, Esq.  
Thomas E. Henderson  
George Munchus, Ph.D.

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Michael Johnson, MBA, CPA  
**General Manager**

**Assistant  
General Managers**

Iris Fisher, MAc, CPA  
*Finance and Administration*

Derrick Murphy, MEng  
*Engineering and Maintenance*

Jeffrey F. Thompson, P.E.  
*Operations and Technical Services*

**RE: Request for Company Product and Service Information**

To Whom It May Concern:

This correspondence is to request information on your company's profile, specific products, and services you are interested in providing to the Birmingham Water Works Board. We are honored to have the opportunity to work with you and learn more about your company's mission.

The Birmingham Water Works Board's mission states "The BWWB is committed to providing the highest quality of water to meet the needs and expectations of our customers and stakeholders. Our services enhance the economic, social and environmental well-being of the communities we serve."

The Board is very interested in discovering how your products or services can help meet its mission. Please provide details about your company's products, services, and supplier diversity program, as well as any additional documents to further explain your offerings. Per the goals of our mission to strive to be a concerned corporate citizen, please provide information on how your company has been engaged in the community, as well as the Birmingham Water Works service area.

You can learn more about the Birmingham Water Works Board at [www.bwwb.org](http://www.bwwb.org).

Sincerely,

A handwritten signature in black ink, appearing to read 'Derrick M. Murphy', is written over a light blue horizontal line.

Derrick M. Murphy, MEng  
Assistant General Manager  
Engineering and Maintenance Division

CC: Hattye McCarroll, P.E. – Chief Engineering Manager



## 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.

Firm's Name:	Project Name: <b>Advanced Metering Infrastructure (AMI) Consulting Services</b>
Proposal No.:	Contact Person:
Address:	Cell No.
Office No.	Email:

1. Does your company have a Supplier Diversity Program:  Yes  No

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

Additional Information: \_\_\_\_\_  
\_\_\_\_\_

2. 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.)

\_\_\_\_\_  
\_\_\_\_\_

3. Does your company utilize or partner with any minority vendors, if so, please provide the Vendor's name and the type of services they provide: Ex: **Company:** Jones Janitorial; **Service:** Janitorial

\_\_\_\_\_  
\_\_\_\_\_



**BWVB EEO REPORT**

1. MARK APPROPRIATE BLOCK

PRIME COMPANY  
SUB COMPANY

2. COMPANY NAME, CITY, STATE:

3. BWVB 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	
EXECUTIVE/SENIOR LEVEL OFFICIALS AND MANAGERS																							
FIRST/MID LEVEL OFFICIALS AND MANAGERS																							
PROFESSIONALS																							
TECHICIANS																							
SALE WORKERS																							
SKILL AND CRAFT WORKERS																							
EQUIPMENT OPERATORS																							
TRUCK DRIVERS																							
ADMINISTRATIVE SUPPORT																							
SERVICE WORKERS																							
LABORERS - SEMI SKILLED																							
LABORERS - UNSKILLED																							
<b>TOTAL</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

  

APPRENTICES		OTJ TRAINEES	

TABLE C (Data by racial status)

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

5. DATE

6. REVIEWED BY:  
*(Signature and Title of BWVB Representative)*

7. DATE

**INSERT FOR BIDS OR RFP's REGARDING SECTION 9 OR IMMIGRATION ACT**

Ala. Code §31-13-9 (1975) provides that as a condition for the award of any contract, grant or incentive by the Water Works Board of the City of Birmingham, a business entity or employer that employs one or more employees within the State of Alabama, shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien. You should provide documentation establishing that the business entity or employer is enrolled in the E-Verify program.

If you are not enrolled, the website is [e-verify program](#). Click on the home page. Once on the home page, click on Enroll in E-verify, it will take you through the necessary steps to enroll. Print documents and submit as requested.





# VENDOR INFORMATION INQUIRY

MBE    DBE    WBE    NA

PLEASE INCLUDE COPY OF CERTIFICATE FROM CERTIFYING AGENCY

Federal ID#: \_\_\_\_\_

Name of Company: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business#: \_\_\_\_\_ Cell#: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business (Contractor, Supplier, Manufacturer, etc.) \_\_\_\_\_

Description of Products and/or Services: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_

If you are a General or Sub Contractor, please provide your Contractor License Number:

General Contractor License #: \_\_\_\_\_

Sub-Contractor License #: \_\_\_\_\_

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

**CERTIFICATION REGARDING DEBARMENT**

( **Name of Bid** )

The below signed Bidder hereby 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 a three year period 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: 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 commission of any of the offenses enumerated in paragraph (ii) above.

Executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**BIDDER:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_

\_\_\_\_\_ COUNTY)

BEFORE ME, a Notary Public in and for said County, in said State, hereby 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: \_\_\_\_\_



## **NON-DISCRIMINATION POLICY**

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

The BW&B 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 BW&B 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 BW&B employees but also to the volunteers, independent contractors, and business partners with whom we work. BW&B employees, volunteers, independent contractors and other constituents, whenever and wherever those individuals are conducting BW&B business or participating in BW&B 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.

## BWWB CERTIFICATION OF NON-DISCRIMINATION

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.

Authorized signature:

For: \_\_\_\_\_  
Company Name (printed)

By: \_\_\_\_\_  
Signature of Authorized Representative/Title

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

**(Please return this form with your bid form submittal)**



## Audit Clause

BWOB and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all of Contractor's records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to HUB participation under this Contract kept by or under the control of Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and its subcontractors.

Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, ledgers, cancelled checks, deposit slips, bank statements, journals, original estimates, estimating work sheets, contract amendments and change order files, back charge logs and supporting documentation, insurance documents, payroll documents, timesheets, memoranda and correspondence (written and electronic).

Contractor shall, at all times during the term of this Contract and for a period of seven years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials. Contractor shall at any time requested by BWOB, whether during or after completion of this Contract, make such records available for inspection and audit (including copies and extracts of records as required) by BWOB.

Contractor shall ensure BWOB has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the HUB participation under this Contract.