



July 13, 2023

BID# 23-05-27

Subject: Invitation to Bid

Prospective Supplier(s):

Sealed responses for **1" Meter Loops- Emergency Supplement** on attached solicitation forms will be received in the **Purchasing Office, located at 3600 1st Avenue North, Birmingham, Alabama 35222 until 10:00 a.m. • Monday, July 17, 2023.** at which time and place they will be publicly opened and read.

"Specifications and Conditions" and "Solicitation Documents" are attached to this correspondence. All quotations must be F.O.B. destination, freight prepaid, and no charge to the Birmingham Water Works Board. One "original" response packet and one "copy" response packet must be submitted as your response to the solicitation.

The Birmingham Water Works Board has the right to reject any or all submitted solicitations responses, to waive any informalities and technicalities. The Board reserves the right to exercise its option to extend the contract up to two (2) additional years with mutual consent of both parties. The Board reserves the right to cancel or terminate any and all bids within thirty (30) days with written notice. The Board reserves the right to cancel or terminate the written contract with thirty (30) days written notice. The Board reserves the right to RE-BID.

Bids must be mailed to 3600 1st Avenue North, Birmingham, Alabama 35222, directed to the attention of the **Purchasing Manager,** and marked in the lower left-hand corner of the envelope as follows: **1" Meter Loops due 10:00 a.m. • Monday, July 17, 2023.**

Cordially,

Matt Shiver
Purchasing Manager



Solicitation Name: 1” Meter Loops- Emergency Supplement
Solicitation Number: BID# 23-05-27

1. Introduction

1.1. Purpose of Procurement

Pursuant to State of Alabama Code § 41-16-54 this solicitation request is being issued to establish a contract with one or more qualified suppliers who will provide **1” Meter Loops** to the Birmingham Water Works Board (hereinafter, “the BWWB”) as further described in this solicitation. This solicitation is being issued as an emergency procurement solution due to manufacturing and logistical issues with our current provider.

The BWWB reserves the right to purchase from the State of Alabama contract or approved cooperative purchasing agreement if it is more economical and/or in the BWWB’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 BWWB. 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. After evaluating all suppliers’ responses received prior to the closing date of this solicitation and resolution of any contract exceptions, the applicable submission(s), through the issuance of a Notice of Intent to Award (NOIA) will be publicly announced on the applicable [BWWB Committee](#) webpage. The applicable BWWB Committee will review and decide if BWWB staff should place the submission on the agenda for Board review and approval on the next available [Board Meeting](#).

If approved for Board submission, BWWB staff will submit all appropriate documentation to the Birmingham Water Works Nine Member Voting Board of Directors for review and approval at the next, appropriate available [Board Meeting](#). Appropriate documentation may include the names of all participating suppliers, evaluation results, supplier supplied documents, etc... After approval by the Board, BWWB may extend a notice to proceed through the issuance of a dually executed contract and/or a BWWB issued Purchase Order (PO) to applicable suppliers.

NOTE TO SUPPLIERS: The general instructions and provisions of this document have been drafted with the expectation that the BWWB 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 BWWB’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 BWWB 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 by email and/or by publication within newspaper per state law.	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.4.	N/A	4:00 p.m. CST
Bidders/Offerors' Conference Location: N/A Attendance is N/A	N/A	N/A
Responses to Written Questions	N/A	4:00 p.m. CST
Bids Due/Close Date and Time	As published by email and/or by publication within newspaper per state law.	N/A
Bid Evaluation Completed (on or about)	One Week after Close Date	N/A
Finalize Contract Terms	One Week after Close Date	N/A
Notice of Intent to Award (on or about)	To Be Determined	N/A
Notice of Award [NOA] (on or about)	To Be Determined	N/A

1.4. Official Issuing Officer (Procuring Agent)

Matt Shiver

Matthew.Shiver@bwwb.org (email address)

1.5. Definition of Terms

Please review the following terms:

- Awarded Supplier- The supplier with whom the BWWB will source products and/or services from as a result of the awarded contract and/or BWWB 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 BWWB.
- Board- Birmingham Water Works Nine Member Voting Board of Directors
- Contract Amendment Form- a BWWB 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



- Notice of Award (NOA)- The awarded supplier's notice to proceed with the development and/or delivery of products and/or services. The NOA shall be provided to the supplier in the form of an executed contract and/or a BWWB Issued PO
- Notice of Intent to Award (NOIA)- is notice of the BWWB's expected contract award(s) pending approval by the Board
- Supplier(s) – companies desiring to do business with the BWWB

1.6. Contract Term and Renewal

Awards shall be made to the lowest responsive and responsible supplier(s) as described in [Section 6](#) of this document. This is an emergency supplement solicitation. No renewals shall follow.

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 BWWB 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 BWWB 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 BWWB 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 BWWB 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. BWWB's Right to Request Additional Information - Supplier Responsibility

Prior to an award, the BWWB 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 BWWB, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the BWWB is unable to assure itself of the supplier's ability to perform, before award, the BWWB 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; BWWB's Right to Waive Immaterial Deviation

The BWWB 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 BWWB. It is also within the right of the BWWB 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 BWWB on a case-by-case basis.

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

The BWWB 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 BWWB, 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 BWWB 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 BWWB will not provide reimbursement for such costs.

2.1.8. Quantities or Estimates of Products and Services

Although the BWWB cannot guarantee exact quantities to be procured, estimated minimum quantities have been provided based on the availability of funding. The BWWB cannot guarantee the supplier any minimum procurement amounts during the term of the awarded contract.

2.1.9. Permits and Licensing

The awarded supplier shall be responsible for obtaining all permits, licenses, certifications, 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 permit fees shall be included in the contract amount and paid by the awarded supplier.

2.1.10. Use of Subcontractor(s)

Except as may be expressly agreed to in writing by the BWWB, 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.



No subcontract which the awarded supplier enters into with respect to performance of obligations or work assigned under the BWWB 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 BWWB. The BWWB 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 BWWB deems it expedient to perform work which has not been done by the supplier as required by the awarded contract, or to correct work which has been improperly and/or inadequately performed by the supplier as required in the solicitation documents, all expenses thus incurred by the BWWB, at BWWB's option, will be invoiced to the supplier and/or deducted from payments due to the supplier.

The BWWB 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 BWWB 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 BWWB 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 BWWB 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 BWWB is good and that transfer of title or license to the BWWB 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.

2.2. 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 BWWB will not be responsible for the supplier's misunderstanding of the scope of work or any terms and conditions of the solicitation. The BWWB 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 BWWB 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 BWWB 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

Suppliers shall not commence any work until all the insurance as provided herein is obtained nor until the Board has approved such insurance. Certificates issued by the Supplier's Insurance Company must be filed with the Board 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 Board ten days prior to any change, cancellation, or renewal of the Supplier's insurance.

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.

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.

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.

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 BWWB, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the supplier and the BWWB; 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 BWWB has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The BWWB will not tailor these needs to fit a particular solution a supplier may have available; rather, the suppliers shall propose to meet the BWWB'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 BWWB 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 BWWB 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 BWWB 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 BWWB 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 BWWB in less than thirty (30) days will be considered non-responsive; and
9. The BWWB 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

BWWB'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 BWWB 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 BWWB to resolve any exceptions to BWWB'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 BWWB 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

BWWB 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.

In order to evaluate responses, BWWB Requests that suppliers submit the currently sourced market unit price plus the supplier's markup. BWWB requires that suppliers must submit an quote from the manufacture along with their solicitation response to verify the "Supplier Sourced Market Price". The BWWB shall not award any supplier that has a markup greater than 10%. Pricing must remain firm for the duration of the initial term of the awarded contract. For renewals, if any, BWWB may allow an increase based upon Section 1.6. The PPI pricing shall apply only to the "Current Material Unit Price" section within the Cost Worksheet.

6.4. Local Preference

BWWB 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 BWWB 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 BWWB 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

It is likely that this solicitation may result in multiple awards determined by pricing and availability. Any contract award(s) resulting from the solicitation will be made to the lowest, responsive and responsible supplier(s) meeting all specifications and with whom the BWWB has reached agreement on all contract terms and conditions. The BWWB 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 BWWB.

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 BWWB reserves the right to conduct site visits, request product/work samples, or to invite suppliers to present their product/service solution to the evaluation team.

6.8. Public Award Announcement

The Notice of Intent to Award (“NOIA”) is not notice of an actual contract award; instead, the NOIA is notice of the BWWB’s expected contract award(s) pending approval by the Board. The NOIA (if any) will identify the apparent successful supplier(s), unsuccessful supplier(s), and the reasons why any unsuccessful suppliers were not selected for contract award. NO SUPPLIER SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD WILL BE PROVIDED BY THE BWWB. INSTEAD, ALL SUPPLIERS SHOULD FREQUENTLY CHECK THE [BWVB COMMITTEE MEETING AGENDA WEBPAGE](#) FOR NOTICE OF THE NOIA.

7. Solicitation Terms and Conditions

The contract that the BWWB 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 BWWB and the contract terms and conditions. The “successful supplier’s final response as accepted by the BWWB” shall mean: the response submitted by the awarded supplier, written clarifications, and any other terms deemed necessary by the BWWB, 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 BWWB 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 BWWB 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 BWWB, 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 BWWB 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 BWWB reserves the right to proceed to discussions with the next best ranked supplier.

The BWWB reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful supplier. Exceptions that materially change the terms or the requirements of the solicitation may be deemed non-responsive by the BWWB, in its sole discretion, and rejected. Contract exceptions which grant the supplier an impermissible competitive advantage, as determined by the BWWB, 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

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 BWWB. 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 BWWB, regardless of when the hidden damage is discovered.

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

Invoicing

1. The BWWB 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 BWWB authorizes alternative terms in writing. All invoices must be submitted to accountspayable@bwwb.org. Any discrepancies noted by the BWWB must be corrected by the awarded supplier within 48 hours. The payment amount due on invoices cannot be altered by the BWWB personnel. Once disputed items are resolved, the awarded supplier must submit an amended invoice, or a credit memorandum for the disputed amount. The BWWB will not make partial payments on an invoice where there is a dispute. The BWWB 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.
- BWWB 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 BWWB 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:

1. First, by giving preference to the specific provisions of the executed contract.
2. Second, by giving preference to the specific provisions of the solicitation.
3. 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 BWWB in writing shall not be included in the contract and shall be given no weight or consideration.

10. 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.



11. 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.

1. BWWB Main Solicitation Document (this document)
2. Cost Worksheet(s)
3. All HUB Related Documents (Each HUB Document is Labeled as a HUB Document)
4. Non-Discrimination Policy
5. Conflict of Interest Form
6. EEO Report
7. Supplier Diversity Questionnaire
8. Debarment Form
9. E-Verify Verification
10. Submission of Supplier's Certificate of Insurance (COI)

**AY McDonald Cost Worksheet
Solicitation No.
Birmingham Water Works Board**

Offeror must provide their cost information in this spreadsheet. Failure to complete this spreadsheet will result in disqualification of the 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		A Y McDonald Part Number	Estimated Quantity Requested by BWWB	Unit Measure	Quoted Price Per Unit Measure	Annual Extended Pricing
1	5/8" Meter Loop	737-1- WXCC 33	100	EACH (EA)	\$	-
2	5/8" Meter Loop with Dual Check Valve	737-1- WDCC 33	10	EACH (EA)	\$	-
3	3/4" Meter Loop	737D3- -JXCC 33	20	EACH (EA)	\$	-
4	3/4" Meter Loop with Dual Check Valve	737D3- JDCC 33	10	EACH (EA)	\$	-

5	1" Meter Loop	737-4- -JXCC 44	75	EACH (EA)		\$ -
6	1" Meter Loop with Dual Check Valve	737-412JMCC 44	1750	EACH (EA)		\$ -
7	2" Meter Loop	731B712KWFF 776	50	EACH (EA)		\$ -
8	5/8" x 7" Copper Meter Resetter for 5/8" Meters w/ 3/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 7.50"	718-107WX	250	EACH (EA)		\$ -
9	5/8" x 9" Copper Meter Resetter w/ Dual Check Valve for 5/8" Meters w/ 3/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 7.50"	718-109WD	10	EACH (EA)		\$ -
10	5/8" x 3/4" x 7" Copper Meter Resetter for 5/8" Meters w/ 1" OD Spuds w/ Iron Pipe Threads - Overall Length of Meter is 7.50"	718-207WX	200	EACH (EA)		\$ -

11	5/8" x 3/4" x 9" Copper Meter Resetter w/ Dual Check Valve for 5/8" Meters w/ 1" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 7.50"	718-209WD	10	EACH (EA)		\$ -
12	5/8" x 12" Copper Meter Resetter for 5/8" Meters w/ 3/4" O.D.Spuds w/ Iron Pipe Overall Length of Meter is 7.50"	718-112WX	1	EACH (EA)		\$ -
13	5/8" x 12" Copper Meter Resetter w/ Dual Check Valve for 5/8" Meters w/ 3/4" O.D. Spuds w/ Iron Pipe Threads Overall Length of Meter is 7.50"	718-112WD	1	EACH (EA)		\$ -
14	5/8" x 3/4" x 12" Copper Meter Resetter w/ Dual Check Valve for 5/8" Meters w/ 1" O.D. Spuds w/ Iron Pipe Threads Overall Length of Meter is 7.50"	718-212WD	5	EACH (EA)		\$ -
15	5/8" x 18" Copper Meter Resetter for 5/8" Meters w/ 3/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 7.50"	718-118WX	1	EACH (EA)		\$ -
16	5/8" x 18" Copper Meter Resetter w/ Dual Check Valve for 5/8" meters with 3/4" OD spuds with Iron Pipe Threads- overall length of meter is 7.50"	718-118WD	1	EACH (EA)		\$ -

17	5/8" x 3/4" x 18" Copper Meter Resetter for 5/8" Meters w/ 1" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 7.50"	718-218WX	1	EACH (EA)	\$	-
18	5/8" x 3/4" x 18" Copper Meter Resetter w/ Dual Check Valve for 5/8" Meters w/ 1" O.D. Spuds w/ Iron Pipe Threads Overall Length of Meter is 7.50"	718-218WD	1	EACH (EA)	\$	-
19	3/4" x 8" Copper Meter Resetter for 3/4" Meters w/ 1" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 9.00"	718D308JX	75	EACH (EA)	\$	-
20	3/4" x 10" Copper Meter Resetter w/ Dual Check Valve for 3/4" Meters w/ 1" O.D. Spuds w/ Iron Pipe Threads Overall Length of Meter is 9.00"	718D310JD	10	EACH (EA)	\$	-
21	3/4" x 12" Copper Meter Resetter for 3/4" Meters w/ 1" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 9.00"	718D312JX	1	EACH (EA)	\$	-
22	3/4" x 12" Copper Meter Resetter w/ Dual Check Valve for 3/4" Meters w/ 1" O.D. Spuds w/ Iron Pipe Threads Overall Length of Meter is 9.00"	718D312JD	1	EACH (EA)	\$	-

23	3/4" x 18" Copper Meter Resetter for 3/4" Meters w/ 1" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 9.00"	718D318JX	1	EACH (EA)	\$	-
24	3/4" x 18" Copper Meter Resetter w/ Dual Check Valve for 3/4" Meters w/ 1" O.D. Spuds w/ Iron Pipe Threads Overall Length of Meter is 9.00"	718D318JD	1	EACH (EA)	\$	-
25	1" x 10" Copper Meter Resetter for 1" Meters w/ 1-1/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 10.75"	718-412JX	10	EACH (EA)	\$	-
26	1" x 12" Copper Meter Resetter w/ Dual Check Valve for 1" Meters w/ 1-1/4" O.D. Spuds w/ Iron Pipe Threads Overall Length of Meter is 10.75"	718-412JM	50	EACH (EA)	\$	-
27	1" x 18" Copper Meter Resetter for 1" Meters w/ 1-1/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 10.75"	718-418JX	1	EACH (EA)	\$	-
28	1" x 18" Copper Meter Resetter w/ Dual Check Valve for 1" Meters w/ 1-1/4" O.D. Spuds w/ Iron Pipe Threads Overall Length of Meter is 10.75"	718-418JM	1	EACH (EA)	\$	-

29	1" x 30" Copper Meter Resetter for 1" Meters w/ 1-1/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 10.75"	718-430JX	1	EACH (EA)	\$	-
30	1" x 30" Copper Meter Resetter w/ Dual Check Valve for 1" Meters w/ 1-1/4" O.D. Spuds w/ Iron Pipe Threads Overall Length of Meter is 10.75"	718-430JM	1	EACH (EA)	\$	-
31	5/8" LEFT Copper Meter Resetter for 5/8" Meters w/ 3/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 7.50" – Offset Resetter is to be no more than 6" Base to top of Stop and no more than 5" Offset to Left or Right w/ a Ball Type Meter Stop on Inlet Side of Resetter Old Meter Would Have Been to Your Left	717X104WX	250	EACH (EA)	\$	-
32	5/8" LEFT Copper Meter Resetter w/ Dual Check Valve for 5/8" Meters w/ 3/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 7.50" – Offset Resetter is to be no more than 6" Base to top of Stop and no more than 5" Offset to Left or Right w/ a Ball Type Meter Stop on Inlet Side of Resetter Old Meter Would Have Been to Your Left	717X104WD	20	EACH (EA)	\$	-
33	5/8" RIGHT Copper Meter Resetter for 5/8" Meters w/ 3/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 7.50" – Offset Resetter is to be no more than 6" Base to top of Stop and no more than 5" Offset to Left or Right w/ a Ball Type Meter Stop on Inlet Side of Resetter Old Meter Would Have Been to Your RIGHT	717-104WX	150	EACH (EA)	\$	-
34	5/8" RIGHT Copper Meter Resetter w/ Dual Check Valve for 5/8" Meters w/ 3/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 7.50" – Offset Resetter is to be no more than 6" Base to top of Stop and no more than 5" Offset to Left or Right w/ a Ball Type Meter Stop on Inlet Side of Resetter Old Meter Would Have Been to Your RIGHT	717-104WD	10	EACH (EA)	\$	-

35	1" LEFT Copper Meter Resetter for 1" Meters w/ 1-1/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 10.75" – Offset Resetter is to be no more than 8" Base to top of Stop and no more than 6" Offset to Left or Right w/ a Ball Type Meter Stop on Inlet Side of Resetter Old Meter Would Have Been to Your Left	717X406JX	25	EACH (EA)	\$	-
36	1" LEFT Copper Meter Resetter w/ Dual Check Valve for 1" Meters w/ 1-1/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 10.75" – Offset Resetter is to be no more than 8" Base to top of Stop and no more than 6" Offset to Left or Right w/ a Ball Type Meter Stop on Inlet Side of Resetter Old Meter Would Have Been to Your Left	717X406JM	10	EACH (EA)	\$	-
37	1" RIGHT Copper Meter Resetter for 1" Meters w/ 1-1/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 10.75" – Offset Resetter is to be no more than 8" Base to top of Stop and no more than 6" Offset to Left or Right w/ a Ball Type Meter Stop on Inlet Side of Resetter Old Meter Would Have Been to Your RIGHT	717-406JX	25	EACH (EA)	\$	-
38	1" RIGHT Copper Meter Resetter w/ Dual Check Valve for 1" Meters w/ 1-1/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 10.75" – Offset Resetter is to be no more than 8" Base to top of Stop and no more than 6" Offset to Left or Right w/ a Ball Type Meter Stop on Inlet Side of Resetter Old Meter Would Have Been to Your RIGHT	717-406JM	5	EACH (EA)	\$	-

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.

Ford Cost Worksheet
Solicitation No.
Birmingham Water Works Board

Offeror must provide their cost information in this spreadsheet. Failure to complete this spreadsheet will result in disqualification of the 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		Ford Part Number	Estimated Quantity Requested by BWWB	Unit Measure	Quoted Price Per Unit Measure	Annual Extended Pricing
1	5/8" Meter Loop	VB-81W-22-33-FP-NL	100	EACH (EA)	\$	-
2	5/8" Meter Loop with Dual Check Valve	VB-81W-22-33-FP-NL	10	EACH (EA)	\$	-
3	3/4" Meter Loop	VB-83W-22-33-FP-NL	20	EACH (EA)	\$	-
4	3/4" Meter Loop with Dual Check Valve	VBHC-83W- 22-33-FP-NL	10	EACH (EA)	\$	-

5	1" Meter Loop	VB-84W- 22-44-FP-NL	75	EACH (EA)		\$ -
6	1" Meter Loop with Dual Check Valve	VBHC-84W-22-44-FP-NL	1750	EACH (EA)		\$ -
7	2" Meter Loop	VBB87-C13551-001-NL	50	EACH (EA)		\$ -
8	5/8" x 7" Copper Meter Resetter for 5/8" Meters w/ 3/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 7.50"	VB-41-7W-FP-NL	250	EACH (EA)		\$ -
9	5/8" x 9" Copper Meter Resetter w/ Dual Check Valve for 5/8" Meters w/ 3/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 7.50"	VBHC-41-9W-FP-NL	10	EACH (EA)		\$ -
10	5/8" x 3/4" x 7" Copper Meter Resetter for 5/8" Meters w/ 1" OD Spuds w/ Iron Pipe Threads - Overall Length of Meter is 7.50"	VB-42-7W-FP-NL	200	EACH (EA)		\$ -

11	5/8" x 3/4" x 9" Copper Meter Resetter w/ Dual Check Valve for 5/8" Meters w/ 1" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 7.50"	VBHC-42-9W-FP-NL	10	EACH (EA)		\$ -
12	5/8" x 12" Copper Meter Resetter for 5/8" Meters w/ 3/4" O.D.Spuds w/ Iron Pipe Overall Length of Meter is 7.50"	VB-41-12W-FP-NL	1	EACH (EA)		\$ -
13	5/8" x 12" Copper Meter Resetter w/ Dual Check Valve for 5/8" Meters w/ 3/4" O.D. Spuds w/ Iron Pipe Threads Overall Length of Meter is 7.50"	VBHC-41-12W-FP-NL	1	EACH (EA)		\$ -
14	5/8" x 3/4" x 12" Copper Meter Resetter w/ Dual Check Valve for 5/8" Meters w/ 1" O.D. Spuds w/ Iron Pipe Threads Overall Length of Meter is 7.50"	VBHC-42-12W-FP-NL	5	EACH (EA)		\$ -
15	5/8" x 18" Copper Meter Resetter for 5/8" Meters w/ 3/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 7.50"	VB-41-18W-FP-NL	1	EACH (EA)		\$ -
16	5/8" x 18" Copper Meter Resetter w/ Dual Check Valve for 5/8" meters with 3/4" OD spuds with Iron Pipe Threads- overall length of meter is 7.50"	VBHC-41-18W-FP-NL	1	EACH (EA)		\$ -

17	5/8" x 3/4" x 18" Copper Meter Resetter for 5/8" Meters w/ 1" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 7.50"	VB-42-18W-FP-NL	1	EACH (EA)	\$	-
18	5/8" x 3/4" x 18" Copper Meter Resetter w/ Dual Check Valve for 5/8" Meters w/ 1" O.D. Spuds w/ Iron Pipe Threads Overall Length of Meter is 7.50"	VBHC-42-18W-FP-NL	1	EACH (EA)	\$	-
19	3/4" x 8" Copper Meter Resetter for 3/4" Meters w/ 1" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 9.00"	VB-43-8W-FP-NL	75	EACH (EA)	\$	-
20	3/4" x 10" Copper Meter Resetter w/ Dual Check Valve for 3/4" Meters w/ 1" O.D. Spuds w/ Iron Pipe Threads Overall Length of Meter is 9.00"	NOT AVAILABLE	10	EACH (EA)	\$	-
21	3/4" x 12" Copper Meter Resetter for 3/4" Meters w/ 1" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 9.00"	VB-43-12W-FP-NL	1	EACH (EA)	\$	-
22	3/4" x 12" Copper Meter Resetter w/ Dual Check Valve for 3/4" Meters w/ 1" O.D. Spuds w/ Iron Pipe Threads Overall Length of Meter is 9.00"	VBHC-43-12W-FP-NL	1	EACH (EA)	\$	-

23	3/4" x 18" Copper Meter Resetter for 3/4" Meters w/ 1" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 9.00"	VB-43-18W-FP-NL	1	EACH (EA)		\$ -
24	3/4" x 18" Copper Meter Resetter w/ Dual Check Valve for 3/4" Meters w/ 1" O.D. Spuds w/ Iron Pipe Threads Overall Length of Meter is 9.00"	VBHC-43-18W-FP-NL	1	EACH (EA)		\$ -
25	1" x 10" Copper Meter Resetter for 1" Meters w/ 1-1/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 10.75"	VB-44-10W-FP-NL	10	EACH (EA)		\$ -
26	1" x 12" Copper Meter Resetter w/ Dual Check Valve for 1" Meters w/ 1-1/4" O.D. Spuds w/ Iron Pipe Threads Overall Length of Meter is 10.75"	NOT AVAILABLE	50	EACH (EA)		\$ -
27	1" x 18" Copper Meter Resetter for 1" Meters w/ 1-1/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 10.75"	VB-44-18W-FP-NL	1	EACH (EA)		\$ -
28	1" x 18" Copper Meter Resetter w/ Dual Check Valve for 1" Meters w/ 1-1/4" O.D. Spuds w/ Iron Pipe Threads Overall Length of Meter is 10.75"	VBHC-44-18W-FP-NL	1	EACH (EA)		\$ -

29	1" x 30" Copper Meter Resetter for 1" Meters w/ 1-1/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 10.75"	VB-44-30W-FP-NL	1	EACH (EA)		\$ -
30	1" x 30" Copper Meter Resetter w/ Dual Check Valve for 1" Meters w/ 1-1/4" O.D. Spuds w/ Iron Pipe Threads Overall Length of Meter is 10.75"	VBHC-44-30W-FP-NL	1	EACH (EA)		\$ -
31	5/8" LEFT Copper Meter Resetter for 5/8" Meters w/ 3/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 7.50" – Offset Resetter is to be no more than 6" Base to top of Stop and no more than 5" Offset to Left or Right w/ a Ball Type Meter Stop on Inlet Side of Resetter Old Meter Would Have Been to Your Left	RETRO-1CVB-FP-NL	250	EACH (EA)		\$ -
32	5/8" LEFT Copper Meter Resetter w/ Dual Check Valve for 5/8" Meters w/ 3/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 7.50" – Offset Resetter is to be no more than 6" Base to top of Stop and no more than 5" Offset to Left or Right w/ a Ball Type Meter Stop on Inlet Side of Resetter Old Meter Would Have Been to Your Left	RETRO-1CVBHC-FP-NL	20	EACH (EA)		\$ -
33	5/8" RIGHT Copper Meter Resetter for 5/8" Meters w/ 3/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 7.50" – Offset Resetter is to be no more than 6" Base to top of Stop and no more than 5" Offset to Left or Right w/ a Ball Type Meter Stop on Inlet Side of Resetter Old Meter Would Have Been to Your RIGHT	RETRO-1CVB-REV-FP-NL	150	EACH (EA)		\$ -
34	5/8" RIGHT Copper Meter Resetter w/ Dual Check Valve for 5/8" Meters w/ 3/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 7.50" – Offset Resetter is to be no more than 6" Base to top of Stop and no more than 5" Offset to Left or Right w/ a Ball Type Meter Stop on Inlet Side of Resetter Old Meter Would Have Been to Your RIGHT	RETRO-1CVBHC-REV-FP-NL	10	EACH (EA)		\$ -

35	1" LEFT Copper Meter Resetter for 1" Meters w/ 1-1/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 10.75" – Offset Resetter is to be no more than 8" Base to top of Stop and no more than 6" Offset to Left or Right w/ a Ball Type Meter Stop on Inlet Side of Resetter Old Meter Would Have Been to Your Left	RETRO-4CVB-FP-NL	25	EACH (EA)	\$	-
36	1" LEFT Copper Meter Resetter w/ Dual Check Valve for 1" Meters w/ 1-1/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 10.75" – Offset Resetter is to be no more than 8" Base to top of Stop and no more than 6" Offset to Left or Right w/ a Ball Type Meter Stop on Inlet Side of Resetter Old Meter Would Have Been to Your Left	RETRO-4CVBHC-FP-NL	10	EACH (EA)	\$	-
37	1" RIGHT Copper Meter Resetter for 1" Meters w/ 1-1/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 10.75" – Offset Resetter is to be no more than 8" Base to top of Stop and no more than 6" Offset to Left or Right w/ a Ball Type Meter Stop on Inlet Side of Resetter Old Meter Would Have Been to Your RIGHT	RETRO-4CVB-REV-FP-NL	25	EACH (EA)	\$	-
38	1" RIGHT Copper Meter Resetter w/ Dual Check Valve for 1" Meters w/ 1-1/4" O.D. Spuds w/ Iron Pipe Threads – Overall Length of Meter is 10.75" – Offset Resetter is to be no more than 8" Base to top of Stop and no more than 6" Offset to Left or Right w/ a Ball Type Meter Stop on Inlet Side of Resetter Old Meter Would Have Been to Your RIGHT	RETRO-4CVBHC-REV-FP-NL	5	EACH (EA)	\$	-

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 sonication.

Mueller Cost Worksheet
Solicitation No.
Birmingham Water Works Board

Offeror must provide their cost information in this spreadsheet. Failure to complete this spreadsheet will result in disqualification of the 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	Mueller Part Number	Estimated Quantity Requested by BWWB	Delivery Date Upon Receipt of BWWB Issued Purchase Order	Unit Measure	Quoted Price Per Unit Measure	Annual Extended Pricing
1 1" Meter Loop- A.Y. McDonald Material# 5140-277 737-412WDCC 44	B2489RN	300		EACH (EA)		\$ -

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.

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)

**GOODS AND SERVICES/PUBLIC WORKS
VENDOR CHECKLIST**

Description/Vendor:

Bid Date:

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

HUB FORMS and DOCUMENTATION CHECKLIST		Yes or No	
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 – (Only for Public Works Bids)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.	HUB Form 9 – Prime Close-out Report – (Only for Public Works Bids)	<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

INSERT FOR BIDS OR RFPs 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 an [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 them 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 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.

Bidder Name:	Project Name:
Bid/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. Please provide a list of Minority vendors your company receives services or products from. Identify if the vendor is a MBE, WBE or DBE. **Example: Jones Janitorial Services – MBE; Summer Office Supplies - WBE**

_____	_____
_____	_____
_____	_____
_____	_____



BWVB CONTRACTORS EEO REPORT

1. MARK APPROPRIATE BLOCK <input type="checkbox"/> PRIME COMPANY <input type="checkbox"/> SUB COMPANY	2. COMPANY NAME, CITY, STATE:	3. BWVB PROJECT/WORK LOCATION (CITY, COUNTY AND STATE)
--	--------------------------------------	---

JOB CATEGORIES	TABLE A																TABLE B					
	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)																						
APPRENTICES																						
OTJ TRAINEES																						

4. PREPARED BY: <i>(Signature and Title of Contractor Representative)</i>	5. DATE	6. REVIEWED BY: <i>(Signature and Title of BWVB Representative)</i>	7. DATE
---	----------------	---	----------------

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.



The Birmingham
Water Works Board

Directors/Officers

Tereshia Q. Huffman
Chairwoman/President

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

Ronald D. Mims
Second Vice Chairman

Raymond "Larry" Ward
Secretary-Treasurer

Carl Dalton Nesmith, Esq.
Assistant Secretary-Treasurer

Tom E. Henderson
Director

Lucien B. Blankenship, Esq.
Director

George Munchus, PH.D.
Director

Mashonda S. Taylor
Director

Michael Johnson, MBA, CPA
General Manager

**Assistant
General Managers**

Iris Fisher, CPA
Finance & Administration

Derrick M. Murphy, MEng
Engineering & Maintenance

*Operations & 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 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. Please submit the referenced request to Matthew Shiver, via email at matthew.shiver@bwwb.org. Please contact me if I can answer any questions. I look forward to hearing from you soon.

Sincerely,

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

CC: Matthew Shiver –
Purchasing Manager



FUNDS PAID AND CONFLICT OF INTEREST AGREEMENT

FUNDS PAID: 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.

(This document is for information only)

**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 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) 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 State Black Chamber of Commerce;** Jerry Mitchell, Email: wehelp@alblackcc.org; Website: admin@naaachamber.org; Phone: (256) 551-0673
2. **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
3. **Birmingham Airport Authority;** Phone (205) 595-0533; FAX (205) 599-0538
Website: info@flybirmingham.com
4. **Alabama Department of Transportation Disadvantaged Business Enterprises;** Walter Carr
Phone: (334) 242-6242; FAX (334) 242-6256; Email: carrw@dot.state.al.us
Website: www.dot.state.al.us
5. **Department of Innovation & Economic Opportunity;** Coreata Houser, Deputy Director
Phone (205) 254-2799; FAX (205) 254-7741; Email: coreata.houser@birmingham.al.gov
6. **Alabama Department of Transportation;** Phone (334) 244-6261
Website: www.dot.state.al.us
7. **Governor's Office of Minority and Women's Business Enterprises**
Phone 1-800-447-4191 and (334) 242-2220; FAX (334) 242-4203
8. **U.S. Department of Commerce Minority Business Development Agency**
Phone: (404) 730-3300; FAX (404) 730-3313; Website; www.mbdba.gov
9. **U.S. Small Business Administration, Alabama District Office**
Phone: (205) 290-7101; FAX (205) 290-7404; Email: Carol.house@sba.gov
Website: www.sba.gov/offices/district/al/birmingham

10. **U.S. Department of Transportation Office of Small and Disadvantaged Business Utilization**
Phone: (202) 366-7228; FAX (202) 366-7228
11. **National Association of Minority Contractors**; Website: www.namc-atl.org
12. **BCIA (Birmingham Construction Industry Authority)** Contact: Kimberly Baylor Bivins, kbaylorbivins@bcia1.org; or Ashley Orl, aorl@bcia1.org
13. **Minority Supplier Development Council Southern Regions**; Contact Mark Samuels;
Phone (504) 293-0404; FAX (504) 293-0401; Email: msamuel@srmsdc.org
14. **Birmingham Business Resource Center**; Website: www.mybbrc.biz; Contact: Brandon Pettagru, brandon@bbrc.biz or Bob Dickerson, bdickerson@bbrc.biz, 205-250-6380 ext. 6610
15. **Department of Veterans Affairs**; Brandon Miller, brandon.miller@va.alabama.gov

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 BWB 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 BWB.
- 3) **HUB BID SOLICITATION NOTICE (HUB FORM 3)**. All bidders shall complete this form and submit to the BWB 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)**. 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)**. 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 Direct Manufacturer/Supplier Certification (HUB Form 6)**. This form captures the direct manufacturers or suppliers of goods and services sought in the bid and have no distributors, wholesalers, retailers or other intermediaries, and thus do not have any opportunities for HUB participation in this Bid. (This form is used for Goods and Services bids only)

7) **HUB Sub-company Utilization Form (HUB Form 6)**. 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.

(This form is used for Public Works bids only)

8) **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.

(This form is used for Public Works bids only)

9) **Monthly Report Form (HUB Form 8)**. With each monthly pay request submitted to BWWB, 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.

(This form is used for Public Works bids only)

10) **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.

(This form is used for Public Works bids only)

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 BWWB 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 BWWB 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 6 (GOODS AND SERVICES)
DIRECT MANUFACTURER/SUPPLIER
CERTIFICATION

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 Bid.

Bidder Name		Bid/Contract Name	
Bid/Proposal 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:

Bidder Signature	Print Name
Title	Date