

BIRMINGHAM WATER WORKS

June 22, 2023

Bid: 23-05-18

Subject: Invitation to Bid

Prospective Bidders:

Sealed bids for Hexacon III Controllers and Associated Services will be received in the Purchasing Department of the Birmingham Water Works Board, located at 3600 First Avenue North, Birmingham, Alabama 35222, until 10:00 a.m. Tuesday, July 18 at which time and place they will be publicly opened and read.

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

The right is reserved to reject any bids submitted, waive any informalities and technicalities, and award to the bidder it is deemed to serve the “Board’s” interests best and most economically. The Board reserves the right to award the bid on an individual or total cost of bid basis. The Board reserves the right to cancel this bid within thirty (30) days with written notice. The Board reserves the right to cancel the contract due to non-satisfactory performance or if the vendor is found to violate the terms and conditions or does not correct any violations of specifications within two days after giving notice. The Board reserves the right to RE- BID. The Board reserves the right to enter into a month-to-month contract once the contract has ended, at the current prices, until the next bid has been awarded with the mutual consent of both parties.

Any bids mailed, must be sent to 3600 First 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: “Bids for “Hexacon III Controllers and Associated Services due on Tuesday, July 18, 2023, @ 10:00 a.m. at which time and place they will be publicly opened and read.

Cordially,



Matt Shiver,
Purchasing Manager

**SPECIFICATIONS AND CONDITIONS
HEXACON III CONTROLERS**

I. SCOPE

- 1.0 Intent: The intent of this “Invitation to Bid” is to provide for the purchase of three separate Hexacon III units and their associated installation and periodic maintenance services.
- 1.1 After award, the specified commodities must be delivered to the address listed below:
Birmingham Water Works
3600 1st Avenue North
Birmingham, AL 35222

II. GENERAL CONDITIONS

- 2.0 Warranty: A copy of the Manufacturer’s warranty should be delivered with equipment. A minimum of a three year’s warranty is required.
- 2.1 Inspection: The Board reserves the right and shall be at liberty to inspect all materials and workmanship and shall have the right to reject all materials and workmanship which do not conform to the equipment/material specifications provided; however, the Board is under no duty to make such inspection.
- 2.2 Site Visits and Oral Presentations: The Board 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
- 2.3 Authority to Bid: If bidding a product manufactured by another firm, you must submit a letter from the manufacturer of that product giving your company, as agent, authority to bid that product. The letter may be a blanket letter from manufacturer renewable at the beginning of the calendar year giving your company authorization to bid on and sell the products that you are quoting. This letter may cover as many items as are represented by your company.
- 2.4 Default: In case of default by the vendor, the Board may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and the actual cost to the Board. Prices paid by the Board shall be considered the prevailing market price at the time such purchase is made.

III. SPECIFICATIONS

- 3.0 **Material and Equipment Specified by Name:** Whenever any material or equipment is specified by patent or proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words “***or acceptable equal***”, whether or not such words appear. *The seller may offer material or equipment with equal or better qualities and performance in substitution for those specified which the seller considers would be in the Board’s interests to accept.* No verbal offers for substitution will be acknowledged or considered from sellers, distributors, manufacturers, or subcontractors. Any such offers shall be made in writing to the Purchasing Department for consideration with submission of the proposal and the seller shall include sufficient data which, together with any data the Board may acquire, will enable the Board to assess the acceptability of the material or equipment. Such acceptance by the Board shall not relieve the seller from full responsibility from the efficiency, quality and performance of the substitute material or equipment, in the same manner and degree as the material or equipment specified by name.
- 3.1 **Award:** The Board will award bid to the lowest responsible and responsive bidder. “Prices quoted must be effective for six (6) months or until the requested number of **specified commodities** have been received, whichever comes first. The Board also reserves the right to order more or less than the quantities listed without penalty, up to 6 months past award date. This is not an all or nothing bid. Bid can be awarded to more than one vendor. All bids should be quoted F.O.B. destination, freight prepaid and no charge. The right is reserved to reject any and all bids submitted, to waive any informalities and technicalities and to award to the bidder who it deems will best and most economically serve the Board’s interest. The Board reserves the right to award the bid on an individual or total cost basis. The Board also reserves the right to terminate contract or bid. The Board reserves the right to Re-Bid.
- 3.2 **Requirements:** Each bidder shall note in writing any exceptions to each specification listed. The Board will consider any equipment that performs equally or exceeds the minimum requirements herein.

Commodity Description

The Hexacon III controller allows for the control and operation of up to six Eclipse valve actuators. In the event of an emergency, a signal from a leak detector, panic shutoff switch or any other external contact closure will begin the rapid shut off process. The system closes a typical valve opened one full turn in about one second, substantially limiting the size of a chemical release.

The controller's DC power system provides up to 3 days of continuous battery backup to keep your feed system protected even in the event of an AC power interruption.

Minimum Required Services for Requested Units:

- Electronically Closes Valve in Less Than One Second!
- OLED System Information Display and Keypad
- Extensive Onboard Fault/Error Diagnostics
- Output Relays and RS232 Options Allow Remote Monitoring
- Battery Operated with Backup Power Protection
 - Separate Emergency and Test Close Torque Values as Recommended by the Chlorine Institute
- Allows Manual Operation of Valve with Standard Wrench While Actuator Installed
- Over-Torque Protection
- NEMA 4X Rated Controller
- 3 Year Warranty

Minimum Required Technical Specifications.

Controller Model Needed:	6603-03, 6604.03, and 6605-03
Channels:	Up to 6 Actuators, dependent upon model
Enclosure Dimensions:	14.5 x 16.5 x 8.3 inches (356 x 420 x 210 mm)
Enclosure Weight:	18 lbs. (8 kgs)
Battery Weight:	7 lbs. (3.2 kgs)
Enclosure Rating:	NEMA 4X / IP67
Temperature Range:	-10 C to 50 C
Display:	2-line 40-character backlit OLED
Power Requirement:	120 - 240 VAC
Power Use:	100 watts
Current:	0.9A @ 120 VAC

Relay Contact Rating:	0.2A @ 24 VDC
Charger:	Constant voltage trickle charge
Battery Backup:	3 days, 8.5-amp hour
Emergency Stop Button:	Normally Open contact (Optional N.C. Contact)
Warranty:	3 Years
Optional Relay Contacts:	(3) per relay card, 5A @ 120 VAC ea.
Optional SCADA Output:	RS-232 output of 9 system diagnostics
Optional Second Battery:	3 days, 8.5-amp hour (closes 2 valves at a time)
Accessories:	Actuator storage rack (1 per actuator)

Additional Requirements.

RS232 Serial Port Output to SCADA

Fault Error Output Relay

DT-DP Relay with latching capability

Annual Preventative Maintenance Program- Program must be for a minimum of three years

IV. INSURANCE AND BONDING REQUIREMENTS

Insurance:

The contractor 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 Contractor'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 (10) calendar days prior to any change, cancellation, or renewal of the Contractor's insurance.

Workmen's Compensation Insurance: The Contractor 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 Contractor shall carry Comprehensive General Liability and Property Damage Insurance during the life of the contract covering all the Contractor'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 Contractor shall carry Comprehensive Automobile Liability and Property Damage Insurance during the life of the contract covering (a) Contractor's own automobile equipment and (b) hired and non-owned vehicles. The limits shall be not less than

\$100,000 for each person, \$300,000 each accident for bodily injury and \$100,000 for property damage.

Bonding:

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

All bids involving an amount over \$50,000.00 for public works projects for construction, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, or other improvements constructed installed maintained, renovated, or repaired on public property must be accompanied with a form of a bid bond. The bidder shall be required to file with his or her bid either a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, using the enclosed "FORM OF BID BOND", payable to the Water Works Board for an amount not less than five percent (5%) of the Water Works Board's estimated cost or of the contractor's bid, but in no event, more than ten thousand dollars (\$10,000).

Performance Bond and Payment Bonds- A Performance bond is required with a penalty equal to 100% of the amount of the contract price. A Payment bond is required in an amount not less than 50% of the contract price. A Performance bond and Payment bond will need to be submitted by the successful bidder after the bid has been awarded.

V. STATE OF ALABAMA GENERAL CONTRACTOR'S LICENSING REQUIREMENT

When the amount bid for a contract exceeds \$50,000.00, the bidder must be licensed by the Alabama State Licensing Board for General Contractors and must show the Board evidence of licensure before bidding by putting the General Contractor's License number outside the submitted envelope in the lower left-hand corner and submit a copy of the General Contractor's License with your bid. If these requests are not met the bidder will be deemed non-responsive and your bid will not be received or considered by the Board. A bid exceeding the bid limit stipulated in the bidder's general contractor license, or which is for work outside of the type or types of work stipulated in the bidder's General Contractor License, at the sole discretion of the Board may not be considered, but if accepted, a bid award will be limited to the type of work and/or bid limit stipulated on the bidder's General Contractor License. In case of a joint venture of two or more contractors, the amount of the bid shall be within the maximum bid limitations as set by the State Licensing Board for General Contractors of the combined limitations of the partners to the joint venture. In the space provided on the "Bid Form" the bidder must insert their "current" general contractors state license number, current bid limit, and type(s) of work for which bidder is licensed.

Business License Per Municipality: *The Contractor shall be required to obtain their own Business License per Municipality. For example: If you are working*

within the city limits of Mountain Brook, the Contractor will need to have a Business License for this Municipality. Therefore, the Contractor must obtain a Business License per Municipality city limits that they will be working in.

VI. COST PROPOSAL

Each offeror is to provide firm pricing for each item listed. The attached “Bid Form” will serve as a pricing agreement between the Awarded Contractor and the Board.

By submitting a response, the offeror 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. Unless otherwise specified in any terms and conditions attached, by the Board, to the solicitation, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted cost; and
3. Unless expressly permitted by the Board in the solicitation, responses containing provisions for late, or interest charges cannot be awarded a contract. Offerors must “strike through” any such provisions in printed forms and initial such revisions prior to submitting a response to the board; and
4. Responses containing prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the Board in the solicitation; and
5. Unless permitted by the Board in the solicitation, responses requiring payment from the Board in less than thirty (30) days will be considered non-responsive; and
6. The Board is exempt from certain taxes and no provision for such taxes should be included in the supplier’s response.

VII. INVOICING

Invoices should be submitted to the Board for payment within thirty (30) days of completion of work. Any invoices submitted sixty (60) days or later are subject to, at the Board’s discretion, a deduction in payment of 5% of the total invoice for every thirty (30) days past due. Each invoice must be submitted with a P.O. number included given to you by BWWB personnel.

VIII. SAFETY

The Contractor is required to comply with all OSHA, State and Local Occupational Health Standards and any other applicable rules and regulations. The Contractor shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within or around the work site area under this contract.

IX. HOLD HARMLESS

Contractor further agrees to indemnify, hold harmless, and defend the Water Works Board and its officers, agents, servants, and employees from and against all claims, lawsuits, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from the performance of work, provided that any such claim, damage, loss or expense (A) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of any property, including the loss of use resulting therefrom, and (B) is caused in whole or in part by a negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

X. USE OF MINORITY BUSINESSES AND SUBCONTRACTORS

The use of Historically Underutilized Businesses (HUB) is ***highly encouraged*** by the Board, to that end you will find attached a series of forms, the BWWB HUB Program document. The appropriate forms are to be filled out and submitted with the bid. If you deem any of the forms do not apply to you, please write N/A, and signed each form. ALL forms need to be filled out and returned with bid submittal.

The Water Works Board has adopted a voluntary Historically Underutilize Business ("HUB") Program designed to encourage the participation of HUB firms. To that end, the BWWB will never exclude any firm from participation in, deny any person benefits of, or otherwise discriminate in connection with the award and performance of BWWB contracts based on racial, gender, social, or economic status.

It is the intent of BWWB to foster competition among suppliers, contractors, 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 firm for services/ commodities required for BWWB operation.

The BWWB's stated goal will not be the determining factor in contract awards: rather bidders must demonstrate compliance with the Good Faith Efforts, more particularly outlined in the HUB Program, 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.

FORM OF BID BOND

Date: _____

(To be submitted, at the option of the Bidder, in lieu of a certified check for the bid guarantee).

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED,

_____ As Principal, and

_____ as Surety, are hereby held and

firmly bound to **THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM**, as OWNER, in the

penal sum of _____ plus, should any proceedings be necessary to

enforce this bond, a reasonable attorney's fee, and court costs for the payment of which, will

and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,

administrators, successors, and assigns.

Signed this _____ day of _____ 20 ____.

The condition of the above obligation is such that whereas the Principal has submitted to **THE**

WATER WORKS BOARD OF THE CITY OF BIRMINGHAM a certain Bid attached hereto and

hereby made a part hereof, for _____ and all

appurtenant work related thereto.

THEREFORE,

- a) If said Bid shall be rejected or in the alternate,

- b) If said Bid shall be accepted and a contract entered into between the Principal and Owner, the Principal shall furnish a bond for his faithful performance of the said contract, (if applicable) and for the payment of all persons performing labor or furnishing materials in connection therewith (if applicable) and shall in all respects perform the agreement by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it is expressly understood and agreed that the liability of the Surety for any and all claims hereunder stated. Which said penal amount shall include a reasonable attorney's fee and court cost should the OWNER be forced to institute proceedings to enforce this bond.

The Surety, for value received, hereby stipulates and agrees that obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extensions.

IN WITNESS, HEREOF, The Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)

Principal

Surety

By: _____

(Seal if Bidder is a Corporation)

**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 - Only for Sub-Contractors	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.	HUB Form 5 – Sub-Company Performance Form - Only for Sub-Contractors	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.	HUB Form 6 – Sub-Company Utilization Form – 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

Reviewed by BWVB Personnel: _____

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

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

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



VENDOR INFORMATION INQUIRY

MBE DBE WBE NA

PLEASE INCLUDE COPY OF CERTIFICATE FROM CERTIFYING AGENCY

Federal ID#: _____

Name of Company: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Business#: _____ Cell#: _____

Contact Person: _____ Email: _____

Type of Business (Contractor, Supplier, Manufacturer, etc.) _____

Description of Products and/or Services: _____

COMMENTS:

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

General Contractor License #: _____

Sub-Contractor License #: _____

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

CERTIFICATION REGARDING DEBARMENT

(_____)
Bid Name and Number

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

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

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

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

Executed on this the _____ day of _____, 2022.

BIDDER

By: _____
Its: _____

THE STATE OF ALABAMA)

_____ COUNTY)

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

Given under my hand, this _____ day of _____, 2022.

Notary Public
My commission ends: _____

BWVB 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)



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

_____	_____
_____	_____
_____	_____
_____	_____



BWWB EEO REPORT

1. MARK APPROPRIATE BLOCK <input type="checkbox"/> PRIME COMPANY <input type="checkbox"/> SUB COMPANY	2. COMPANY NAME, CITY, STATE:	3. BWWB PROJECT/WORK LOCATION (CITY, COUNTY AND STATE)
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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
EXECUTIVE/SENIOR LEVEL OFFICIALS AND MANAGERS																						
FIRST/MID LEVEL OFFICIALS AND MANAGERS																						
PROFESSIONALS																						
TECHICIANS																						
SALE WORKERS																						
SKILL AND CRAFT WORKERS																						
EQUIPMENT OPERATORS																						
TRUCK DRIVERS																						
ADMINISTRATIVE SUPPORT																						
SERVICE WORKERS																						
LABORERS - SEMI SKILLED																						
LABORERS - UNSKILLED																						
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 BWWB Representative)</i>	7. DATE
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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.



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)

**3600 1st Avenue North, Birmingham, AL 35222
(205) 244-4000 | www.bwwb.org**



INSURANCE

Public Works Bids

Contractors 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 Contractor'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 Contractor's insurance.

Workmen's Compensation Insurance: The Contractor 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 Contractor shall carry Comprehensive General Liability and Property Damage Insurance during the life of the contract covering all of the Contractor'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 Contractor shall carry Comprehensive Automobile Liability and Property Damage Insurance during the life of the contract covering (a) Contractor's own automobile equipment and (b) hired and non-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.

BID BONDS, PERFORMANCE BONDS AND PAYMENT BONDS

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

Bond Requirements for Bids for purchases of Goods and Services:

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

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

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

Bond Requirements for Public Works Bids:

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

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

BID BONDS, PERFORMANCE BONDS AND PAYMENT BONDS CON'T - Page 2

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

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

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

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

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

BID BOND

BOND/CERTIFICATE NO. _____

KNOW ALL PERSONS BY THESE PRESENTS: That we "the Bidder", _____ a corporation __, individual __, partnership __, joint venture __, of the state of _____ qualified to do business in the State of Alabama, as Principal, and "the Surety," _____ of the state of _____ authorized to do business as surety in the State of Alabama, are hereby held and firmly bound unto The Water Works Board of the City of Birmingham ("Owner"), as obligee, in the amount of five percent (5%) of the sum of the Bidder's Bid, which equates to the sum of \$ _____, but in no event more than \$10,000.00, for the payment of which the bidder and surety hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly and severally, firmly by these presents in compliance with law.

WHEREAS, the Bidder has submitted to the Owner the Bidder's Bid, to which this Bond is attached, to enter the contract with the Owner for the project entitled _____ covered by Bid Documents.

NOW, THEREFORE: THE CONDITION OF THIS OBLIGATION IS THAT, if the Bidder (a) shall enter into a Contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of the Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (b) in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Owner the sum amount as provided by paragraph B below - then THIS OBLIGATION SHALL BE NULL AND VOID, otherwise THIS OBLIGATION SHALL REMAIN IN FULL FORCE AND EFFECT.

A. If the Owner makes demand on the Surety to perform in accordance with the Surety's obligations under this bond, the Surety shall be liable for the sum set forth in this Bid Bond for the difference between the amount of the Bidder's Bid and the amount of the next lowest bidder. Said sum shall be immediately due and payable to the Owner, and the Surety shall pay that sum without delay. Additionally, the Surety shall reimburse the Owner for all costs of collection, including, but not limited to, costs of court and reasonable attorney's fees.

B. Notwithstanding the Surety's obligation set forth in the preceding paragraph, if the Owner makes demand on the Principal to perform in accordance with its obligations under this bond, then pursuant to Ala. Code § 39-2-11 (1975), the Principal shall be liable for the difference in the amount of the Bidder's Bid and the amount of the next lowest bidder. Said sum shall be immediately due and payable to the Owner, and the Principal shall pay that sum without delay. Additionally, the Principal shall reimburse the Owner for all costs of collection, including, but not limited to, costs of court and reasonable attorney's fees.

C. The Surety, for value received, stipulates and agrees that the obligations of the Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept the Bid, and the Surety does, by this agreement, waive notice of any such extension.

D. It is the intention of the Bidder, Surety and Owner that the Surety shall be bound by all terms and conditions of the Bid Documents and this Bid Bond. However, if any provision(s) of this Bid Bond is/are illegal, invalid or unenforceable, all other provisions of this Bid Bond shall nevertheless remain in full force and effect and the Owner shall be protected to the full extent of the law.

IMPORTANT: The Surety shall provide proof satisfactory to the Owner (a) that the Surety is currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies, and meets the requirements of Ala. Code 1975, § 39-2-4 and (b) that this Bid Bond is not written in a sum in excess of the amount limitation designated in Ala. Code 1975 § 39-2-4.

Address and Telephone of the **Surety**

Address and Telephone of agent who is licensed in
Alabama

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

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

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

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

By: _____

Witness _____

Name and Title: _____

SURETY (Sign & Print Full Name)

Agent: _____

(SURETY SEAL HERE)

Witness _____

Attorney-in-Fact: _____

(Attach certified copy of Power of Attorney)

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

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

NOTARY PUBLIC

My commission expires: _____

(NOTARY SEAL HERE)

LABOR AND MATERIAL PAYMENT BOND FOR BWWB PROJECT

BOND/CERTIFICATE NO. _____

PROJECT NUMBER: _____

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

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

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

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

B. It is the intention of the Contractor, Surety and Owner that the Surety shall be bound by all terms and conditions of the Contract Documents and this Labor and Material Payment Bond. However, this Bond is executed pursuant to Ala. Code 1975, Title 39 and if any provision(s) of the bond is/are illegal, invalid or unenforceable, all other provisions of the Bond shall nevertheless remain in full force and effect, and the Owner shall be protected to the full extent provided by Ala. Code 1975, Title 39. No action under this Bond may be commenced by any Claimant unless the Claimant asserts a claim and brings action against the Surety or Contractor or both as provided in Ala. Code 1975 Title 39.

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

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

Address and Telephone of the Surety _____

Address and Telephone of agent who is licensed in Alabama _____

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

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

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

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

By: _____

Witness _____

Name and Title: _____

SURETY (Sign & Print Full Name)

Agent: _____

(SURETY SEAL HERE)

Witness _____

Attorney-in-Fact: _____

(Attach certified copy of Power of Attorney)

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

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

NOTARY PUBLIC

Notary Signature: _____ Date: _____

My commission expires _____

(NOTARY SEAL HERE)

PERFORMANCE BOND FOR BWWB PROJECT

BOND/CERTIFICATE NO. _____

PROJECT NUMBER: _____

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

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

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

- A. Article 15 of the General Conditions governing termination of the Contractor for convenience or cause and default of the Surety and shall be binding on the Surety and Contractor. (See Appendix II for information on this article.)
- B. No change in Contract Price or Contract Time, substitution, addition, deletion or revision in the requirements of the Contract Documents shall diminish, enlarge, release or otherwise modify the Surety’s obligations, under this Bond. The Surety hereby waives notice of any such change in Contract Price or Contract Time, substitution, addition, deletion or revision.
- C. It is the intention of the Contractor, Surety and Owner that the Surety shall be bound by all terms and conditions of the Contract Documents and this Performance Bond. However, this Bond is executed pursuant to Ala. Code 1975, Title 39 and if any provision(s) of the bond is/are illegal, invalid or unenforceable, all other provisions of the Bond shall nevertheless remain in full force and effect, and the Owner shall be protected to the full extent provided by Ala. Code 1975, Title 39.
- D. In the event Owner is required to initiate legal action to enforce the provisions of this Bond, then Contractor and Surety shall reimburse the Owner for all costs incurred by Owner, including, but not limited to, costs of court and reasonable attorney’s fees.

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

Address and Telephone of the Surety _____

Address and Telephone of agent who is licensed in Alabama _____

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

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

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

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

By: _____

Witness _____

Name and Title: _____

SURETY (Sign & Print Full Name)

Agent: _____

(SURETY SEAL HERE)

Witness _____

Attorney-in-Fact: _____

(Attach certified copy of Power of Attorney)

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

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

NOTARY PUBLIC

Notary Signature: _____ Date: _____

My commission expires _____

(NOTARY SEAL HERE)



NON-DISCRIMINATION POLICY

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

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

**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.mbda.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 BWWB HUB Program.
- 2) **HUB Compliance Form (HUB Form 2).** This form must be completed and included with all sealed bids for goods and services/public works with the BWWB.
- 3) **HUB Bid Solicitation Notice (HUB Form 3).** All bidders shall complete this form and submit to the BWWB and the BCIA no later than seven (7) days after the scheduled date of the pre-bid conference. This form may be submitted in person at the pre-bid conference. Prospective bidders are to submit with their bid documents a copy of their HUB Form 3 with acknowledgement of receipt box completed by BCIA. (This form is used for Public Works bids only)
- 4) **HUB Sub-company Participation Form (HUB Form 4).** 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 3

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

(This form is used for Public Works Bids Only)

BWWB PROJECT:

LOCATION: **Birmingham, Alabama**

BID DATE:

To: Birmingham Construction Industry Authority (BCIA)
601 37th Street South
Birmingham, Alabama 35222
BCIA Fax: (205) 324-6210
Website: www.bcial.org
kbaylorbivins@bcial.org or aorl@bcial.org

cc: Fax # or email for Buyer

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

Please contact the following for additional information and assistance:

General Contractor/Contact:

Address:

Telephone: _____ Fax: _____

DEADLINE FOR RECEIPT OF PROPOSALS FROM HUB firms:

Date: _____ Time: _____

General Contractor Signature and Date

FOR BCIA USE ONLY

Date Received: _____

By: _____

HUB BID FORM 3 SOLICITATION NOTICE CATEGORIES

(Only for Public Works Bids)

Check all categories that apply to the referenced project:

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

HUB FORM 4
HUB Sub-Company Participation Form

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

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

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

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

Sub-Company Signature	Print Name
Title	Date

HUB Form 5

HUB Sub-Company Performance Form

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

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

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

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

Bidder/Prime Company Signature	Print Name
Title	Date
Sub-company Signature	Print Name
Title	Date

Form 6

HUB Sub-Company Utilization Form
(Only for Public Works Bids)

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

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

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

Bidder/Prime Company Signature	Print Name
Title	Date

HUB Form 7

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

CERTIFICATIONS:

I certify that the information submitted on and with this form is true and accurate and that this firm has met and will continue to meet the conditions of this contract regarding HUB solicitation and utilization. I further certify that criteria used in selecting Sub-companies were applied equally to all potential participants.

_____ Date _____
(Prime Company signature)

(Printed name and title)

GENERAL INFORMATION:

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

HUB Form 8

(Only for Public Works Bids)

THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM

MONTHLY REPORT FORM

(TO BE SUBMITTED WITH EACH MONTHLY PAYMENT REQUEST)

HUB DOCUMENTATION

GENERAL CONTRACTOR: _____
CONTACT: _____
NAME OF PROJECT: _____
TOTAL PROJECT AMOUNT \$ _____
SUBMITTED WITH PAYMENT REQUEST NUMBER: _____
DATE SUBMITTED: _____

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

Instructions:

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

HUB FORM 9

(Only for Public Works Bids)

THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM

PROJECT CLOSEOUT REPORT

GENERAL CONTRACTOR: _____

CONTACT: _____

NAME OF PROJECT: _____

TOTAL PROJECT AMOUNT \$ _____
(BID AMOUNT)

FINAL PROJECT AMOUNT \$ _____
(FINAL AMOUNT INCLUDING CHANGE ORDERS)

DATE SUBMITTED: _____

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

Instructions:

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