



CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

P-100 CITY HALL
710 NORTH 20TH STREET
BIRMINGHAM, ALABAMA 35203-2227

TELEPHONE (205) 254-2265
FAX (205) 254-2484

August 2, 2010

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

WILLIAM A. BELL, SR.
MAYOR

HENRY YOUNG III
ACTING FINANCE DIRECTOR

INVITATION TO BID

BID #10-40

Sealed bids for printers, personal computer software and related items for the City of Birmingham for a period of one (1) year with month to month extensions thereafter upon mutual agreement of both parties, will be received by the Purchasing Agent, P-100 First Floor City Hall, Birmingham, Alabama until 2:00 p.m., September 2, 2010, at which time they will be publicly opened and read.

Bidder's wishing to bid can download the complete solicitation including the specifications and bid form via the internet at www.birminghamal.gov (Go to the link titled **Bidding Opportunities**), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265, fax (205) 254-2484 and requesting a copy be mailed to you. Any addenda will be available on the internet, and mailed to only those vendors who were provided a copy in person or by mail.

All quotations are to be f.o.b. Birmingham, Alabama delivered.

It is required that any contract exceeding \$10,000.00 that the bidder must submit with his bid either a certified check, a cashier's check, or a bid bond payable to the City of Birmingham. In order for a bid award to be considered that exceeds \$10,000.00, your bid must be accompanied by an acceptable bid bond or check in the amount of \$500.00.


The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. The City considers affirmative action to eliminate the vestiges of discrimination to be an integral part of this policy of nondiscrimination.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

The City reserves the right to reject any or all bids submitted, and to waive any informalities.

Bids must be submitted in a sealed envelope marked, "**SEALED BID - PRINTERS, PC SOFTWARE, ETC. -2:00 p.m., 09-02-10**". Bids may be hand delivered to P-100 First Floor City Hall, Birmingham, Alabama or mailed to City of Birmingham, P.O. Box 11295, Birmingham, Alabama. 35202-1295. **(DO NOT MAIL BIDS TO ROOM P-100 FIRST FLOOR CITY HALL)**. However, bids sent by any express carrier (Federal Express, Airborne, UPS, etc) must be mailed to 710 North 20th Street, Birmingham, AL 35203 and specify delivery to Room P-100 First Floor City Hall.

It is the bidder's responsibility to make sure that his bid is in the possession of the Purchasing Agent on or before 2:00 p.m., September 2, 2010. Bids received after this time will not be considered.



William E. Caffee, Assistant Purchasing Agent

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Attachment

B.N. 08-12-10

SPECIFICATIONS FOR VARIOUS PRINTERS, PERSONAL COMPUTER SOFTWARE AND RELATED ITEMS

GENERAL:

The City of Birmingham is seeking bids for an annual contract for the supply of various printers, personal computer software and related items. The basis of the bid shall consist primarily of all line items available from selected manufacturers which the City may require. Items excluded from this bid are the standard personal computer workstations, laptops and network file servers currently under contract with Dell. The City intends to award to the lowest priced, responsive, responsible bidder on a total lot basis.

This bid is to be structured on a cost plus a percentage markup basis. Cost is defined to be the exact price paid by the bidder for the products offered. The percentage markup is defined to be a single percentage rate (Example: 5%), as listed by the bidder in the place provided on the bid form, which will apply to all the items offered. The percentage markup shall include the bidder's profit, shipping and handling costs, overhead, and any and all other items of cost the bidder may incur during transactions with the City. The City will not pay any additional charges for routine orders and shipments. The City may pay for express shipping charges if they are authorized by the City in advance of the shipment. The bidder must provide on-line ordering capabilities at no additional charge. System must require a purchase order number be entered before an order is formally processed for the City. Bidder is to provide the City the ability to access the system for product information, order status, pricing information, provide the ability for the City to initiate and generate a quotation for any item(s) which will automatically freeze the price shown for a period of 30 days to allow the City to complete internal procedures required to generate an order for that material, plus any other commonly available features and functions of the system in addition to on-line ordering capability.

Each bidder is to select a single source data base to use for the purpose of this bid and contract if awarded. The data base must be a web base, internet, large, comprehensive, readily accessible data base such as Ingram Micro, Tech Data, Merisel, or any other similar and/or comparable product listing data base. The data base selected must have as a minimum the following manufacturers: Microsoft, Adobe, Cisco, Lexmark, Citizen and Hewlett Packard. However, the City is not limited to only these manufacturers. Any and all manufacturers listed in the data base are available to the City at the same cost plus % markup, terms and conditions as the manufacturers listed.

Bidder must be a certified seller for Microsoft and Cisco.

The City has provided a bid form which consists of a place for the bidder to state the percentage markup bid for this contract and some of the commonly used manufacturers and a sample of the items regularly purchased from each manufacturer listed. Bidder must provide his actual cost for each item in the place provided (Example: \$100.00); the bid price to the City (bidder's cost plus % mark up - Ex: \$100.00 plus 5% = \$105.00); and an extended price based on the quantity listed for that item (Example: 25) multiplied by the City's bid price for that item (Example: 25 X \$105.00 = \$2,625.00). Bidder is to calculate the grand total of all items listed and record it in the place provided on the bid form. NOTE: Calculations must be consistent and correct. Determination that the bid price listed is inconsistent with the percentage markup bid will be grounds to declare the bid non-responsive.

Bidder must be able to provide to the City of Birmingham documentation that will verify the bidder's cost as listed on the bid form for the specific items bid. Bidder may use screen print of items bid which will show the cost as bid on the day the bid was prepared, may print quotation form of items bid as long as bidder's cost is shown, or any other method that would verify the bidder's cost as shown in the single source data base selected for use in preparation of this bid. Bidder shall also be willing and able within forty-eight hours of notification to setup access to the online data base used in bid preparation for the City of Birmingham as part of the bid evaluation process. City must be able to gain access online to the data base for viewing purposes only to verify available manufacturers, product lines, line items, and pricing structure as bid. City prefers to be able to view bidder's cost plus actual City cost based on percentage mark-up to vendor's cost bid for any item contained in the data base. City will have an interest in seeing how the price bid for the specific items listed on the bid form compares to price as shown online at time of evaluation. The documented price on the bid form and the online price at time of evaluation should be the same for the majority of the items bid - some price deviation is expected and acceptable unless excessively broad ranges of pricing are discovered and a satisfactory explanation is not available. The City must be able to verify the basis of the bid as it is submitted by each bidder. Bidder should mark any information it considers proprietary as such and the City shall restrict public access to it if appropriate. The City will consider information listed on the bid form public information.

Bidder must provide a written certification with his bid to the effect that online access provided to the City reflects the true and accurate cost of the bidder for each item and that this is the cost that would apply at the specific time accessed to any / all transactions by any of the bidder's customer at any point in time during the life of the contract; and that the online access is not to some specially calculated data base designed to falsely reflect an artificially established higher cost than true bidder's cost for the purpose of increasing the profit margin above that which was intended by this specification.

Bidder may not artificially increase product cost at any point during the life of the contract. Any price increases must be as a direct increase in the cost of the product from the manufacturer/supplier. Bidder must be able to adequately document this fact for any increase in cost during the life of the contract. Bidder may not increase the amount shown as his cost to reflect an increase in overhead or increase in profit margin - these items are covered by the percentage markup bid to the bidder's actual cost. That percentage markup amount can not change during the life of the contract.

The bidder must provide means for the City to audit the cost of the products purchased during the life of the contract. The City must have, as a minimum, the ability to audit any items purchased for a period of three (3) months from the date of shipment of any item to the City of Birmingham. Bidder must state in detail the proposed means for such audits by the City. City reserves the right to negotiate this process if deemed necessary.

Successful bidder shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

The contract shall become effective from the date noted in the Notification of Award Letter which will be mailed to the successful vendor.

The City's standard payment terms are net 30 days from acceptance. Exception may be allowed for discounted early payment, such as 2% 10 net 30 days. The City will not consider any bids requiring C.O.D. payments.

Bids may be solicited for any product included in this contract where an immediate/emergency need exists, including large quantities. The decision of the Purchasing Agent as to what constitutes a biddable situation shall be final and shall not be construed as a breach of contract.

Any questions concerning these specifications should be addressed to Purchasing Division, Hazel Collins, at phone: (205) 254-2265, fax: (205) 254-2484, between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday.

The quantities on the bid form are estimated usage quantities only. Merchandise shall be ordered as requirements dictate. The City reserves the right to purchase more or less than this quantity as conditions require, and no bidder shall attempt to hold the quantities shown as a firm quantity under this contract.

All equipment must be new: no used or refurbished material will be considered. All equipment must be warranted by the selected vendor for the longest of one (1) year from date of installation or (2) manufacturers warranty period. The selected vendor will supply complete documentation. Equipment registration forms will be supplied where appropriate. All equipment must be deliverable within thirty (30) calendar days after receiving order.

Failure to meet the required delivery time may constitute grounds for termination of this contract and the declaration of the bidder as a "Non-responsible bidder" which may result in the rejection of future bids submitted by the bidder.

The City reserves the right to terminate this contract and seek new bids at any time for cause, giving thirty (30) days written notice.

All bids submitted are to be f.o.b. City of Birmingham, Information Management Services, 712 19th Street North, Birmingham, Alabama, 35203. Any bid that imposes a service fee, and/or reversal of freight charges or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered for award.

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a "non-responsible vendor". This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

The City of Birmingham does not anticipate utilization of a long, formal, written contract document to bind the City and the successful bidder to an agreement. The City will issue purchase orders to the successful bidder as material is required. The successful bidder acknowledges by acceptance of City purchase orders for awarded items that the bidder is bound to the terms, conditions, and requirements as stated within this document.

Contract award to purchase the materials covered in this document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

Award will be made to the lowest priced, responsible, responsive bid submitted based on the grand total amount.

Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from the successful bidder.

The City of Birmingham must have a copy of the successful bidder's current City of Birmingham business license prior to formal award of contract. Each bidder may submit a copy of his/her license along with his/her bid. However, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked.

NOTE: For the fiscal year 2009 (July 1, 2008 through June 30, 2009) the City spent approximately \$2.2 million dollars under this contract.

For the fiscal year 2010 (July 1, 2009 through June 30, 2010) the City spent approximately \$750,000.00 under this contract.

The City make no guaranty to the dollar amount to be purchased under this contract: purchases will be made on an as needed basis.

BID FORM

W. E. Caffee
 Assistant Purchasing Agent
 Birmingham, AL

Submitted below is my firm bid for printers, pc software and related items for the City of Birmingham in accordance with your invitation to bid and specifications dated August 2, 2010. Prices quoted are f.o.b. Birmingham, AL and I am bidding in exact accordance with the specifications except as listed below.

APPROX QTY	DESCRIPTION	MFR PART NO	BIDDER'S UNIT COST	CITY'S UNIT COST	EXTENDED TOATAL
NETWORK					
10	Cisco Catalyst 3750G-24PS	WS-C3750G-24PS-S			
15	Cisco Catalyst 3750E-24PS	WS-C3750E-24PD-S			
5	Cisco VG224	VG224			
100	Cisco 7945G	CP-7945G			
100	Cisco 7975G	CP-7975G			
35	Cisco 8 Port POE Switch	WS-CE520-8PC-K9			
NETWORK TOTAL					\$
SOFTWARE					
5	Adobe Illustrator CS5	65065297AF01A00			
5	Adobe Photoshop CS5	65048695AF01A00			
10	Crystal Reports	7008027-GOVED			
SOFTWARE TOTAL					\$
PRINTER					
5	HP Scan Jet 5590	L1910A#B1H			
20	HP Office Jet 6500	CB815A#B1H			
45	HP LaserJet Professional P1102w	CE657A#BGJ			
15	HP Color LaserJet CP1518ni	CC378A#ABA			
PRINTER TOTAL					\$
MISCELLANEOUS					
5	Nikon D5000 Camera	25454			
25	Nikon CoolPix Point-n-Shoot Camera	25564			
MISCELLANEOUS TOTAL					\$

PERCENT MARKUP BID FOR ALL ITEMS OFFERED: _____ %

TOTAL SUMMARY

Network Total: \$ _____

Software Total: \$ _____

Printer Total: \$ _____

Miscellaneous Total: \$ _____

GRAND TOTAL: \$ _____

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origin, and acknowledge and agree, that the City encourages minority and women owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

EXCEPTIONS TO SPECIFICATIONS:

_____ Date of Bid

_____ Company

_____ Street Address

_____ Post Office Box (Zip if different from street address)

_____ Email Address

_____ City State Zip

_____ Tax ID Number

_____ Terms of Payment

_____ Name (Print or Type)

_____ Delivery Date

_____ Signature

_____ Telephone Number

_____ Title

_____ Fax Number