



WILLIAM A. BELL, SR.
MAYOR

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

J. THOMAS BARNETT, JR.
FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

February 29, 2016

INVITATION TO BID # 16-18

Sealed bids for 40' Cargo Containers for the City of Birmingham will be received by the Purchasing Agent, P-100 First Floor City Hall, Birmingham, Alabama until 2:00 p.m., March 29, 2016, at which time and place they will be publicly opened and read.

Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at www.birminghamal.gov (go to 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. Bidder is responsible for checking the website for addenda until bid opening date. Addenda will be mailed to only those vendors who were provided a copy in person or by mail.

Bids are to be submitted on the bid form provided, and all quotations are to be f.o.b Birmingham, Alabama delivered.

It is required for any contract exceeding \$10,000.00 that the bidder submits with his bid a certified check, a cashier's check, or a bid bond payable to the City of Birmingham in the amount of \$500.00. In order for any bid award to be considered that exceeds \$10,000.00, your bid must be accompanied by an acceptable bid bond or check. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond, or check shall be forfeited.

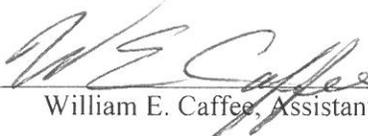
The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.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 in whole or part and to waive any informalities.

Bids must be submitted in a sealed envelope marked, "**SEALED BID- CARGO CONTAINERS 2:00 P.M., 03/29/16**". 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 express carrier (Federal Express, DHL, 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., March 29, 2016. Bids received after this time will not be considered.


William E. Caffee, Assistant. Purchasing Agent

SPECIFICATIONS FOR 40' CARGO CONTAINERS

GENERAL:

The City of Birmingham is seeking bids for 40' cargo containers as specified later in this document. The City intends to award to the lowest priced, responsive, responsible bidder on a **total lot** basis.

The City reserves the right to buy additional cargo containers at a later date at the unit prices bid upon mutual agreement of both parties.

Municipalities are not liable for sales tax: reference Code of Alabama Section 40-23-4. Costs normally considered pass through costs (property tax, use tax, delivery charge, etc.) to the customer by the provider must be included in any fee proposed (Code of Alabama Section 40-12-222). For the purchase of personal property, the City's policy is to apply a local preference option, as allowed by State of Alabama Code, Section 41-16-50, in determining the low bidder.

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 bidder.

The City's standard payment term is Net-30 Days from acceptance. Exception may be allowed for discounted early payment, such as 2%-10, Net 30 Days. The reference date for all such discounted early payment terms will be the date the invoice is received or the date the goods are received, whichever is later. In the event of a dispute the City's record shall prevail. **The City will not consider any bids requiring C.O.D. payments.**

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

The City reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City determines that the product being supplied is failing to perform satisfactorily.

Any questions concerning these specifications should be addressed to the Purchasing Division, Attn: Artelia Macon, Principal Buyer at (205)254-2265 or Fax: (205) 254-2484, between the hours of 8:00 a.m. & 4:00 p.m. Monday thru Friday.

The quantities on the bid form are estimated initial purchase. 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.

Bids are to be submitted on the bid form provided and all bids submitted are to be f.o.b. Birmingham, AL delivered.

Any bid that stipulates a reversal of freight charges if a minimum quantity or purchase order amount is not ordered, will be determined an 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.

Bidders are required to provide an original and two (2) copies of their bid.

The City will issue purchase order(s) to the successful bidder for the goods and/or services (bid items) that are the subject of the bid. Unless otherwise agreed in writing that is signed by both parties, the entire agreement between the City and the successful bidder concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) the contemplated purchase order(s), (b) this Invitation to Bid and Specifications and (c) your bid (collectively, the "Contract Requirements"). These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of vendor's goods and/or services. By acceptance of the City's purchase order(s), the successful vendor agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

Contract award to purchase the materials covered in this bid 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.

Bidder (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, national origin or sex in the performance of the services contemplated hereunder. Failure by the bidder to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

Bidder acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.

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.

Any successful bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

Successful Vendor (located in the State of Alabama or located outside of the State of Alabama, but employs one or more employees within the State of Alabama) represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien", as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H.B.56) of the Alabama Legislature, as amended from time to time (the "Act") and that, during the performance of this contract, Vendor shall participate in the E-Verify program as required under the term of the Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award.

Bidder shall check (√) each and every paragraph in the appropriate column provided on the right hand edge of the page as to compliance or non-compliance with specifications. Exceptions will be allowed to items that are not listed as (No Exception), if they are equal to or superior to that specified and provided they are listed and fully explained on the exceptions page. **Bids taking total exception to the specifications will not be accepted.** The containers will be inspected prior delivery for compliance with specifications. Deviations will not be tolerated and will be cause for rejection of the equipment unless they were originally listed in the bidder's proposal and deemed acceptable.

SPECIFICATIONS FOR 40' CARGO CONTAINERS

		BIDDER COMPLIANCE	
		YES	NO
Outside Dimensions:	8' W x 40' L x 8' 6" H	_____	_____
Inside Dimensions:	7' 8 1/2" W x 39' 5 1/2" L x 7' 10 1/8" H	_____	_____
Approximate Quantity:	12		
Cargo Container Grade Type:	Containers are to be used.	_____	_____
	Cargo Worthy Condition	_____	_____
	Sealed in order to be Wind & Water Tight	_____	_____
	Good Doors & Floors	_____	_____
	No Holes	_____	_____
	Paint in good condition	_____	_____
Lock Boxes Installed on each unit with these Dimensions:	Steel angle clip installed on left cargo door. Angle clip : 2" x 2" with 1" x 1 1/2" oval receiving slot.	_____	_____
	Steel Lock box installed on right cargo door. Lock box: 4" W x 5" L with an oval receiving slot that is 1 1/2" w x 3" L. Steel thickness should be 1/8".	_____	_____
	The lock box and angle clip should be positioned correctly on each door so that when both doors are shut the lock box receiving slot should fit precisely into the angle clip. This should allow for the master lock to be positioned into the angle clip slot. Correctly positioned would make it extremely difficult for a thief to access the lock and cut it off.	_____	_____
	Chateau master locks or equal will be provided with each unit.	_____	_____
Containers in Stock and accessible for viewing:	Containers to be owned by the company that is selling and not brokered.	_____	_____
	Containers are available in stock and ready for prompt delivery.	_____	_____
	City of Birmingham will have the right to physically inspect each unit before delivery.	_____	_____
	Containers should be located within Jefferson County or any county contiguous to Jefferson County, AL for accessible inspection by the City prior to delivery.	_____	_____

SPECIFICATIONS FOR 40' CARGO CONTAINERS (CONT.)

**BIDDER
COMPLIANCE
YES NO**

**Delivery of Cargo
Containers:**

Company will be capable to deliver all cargo containers to each location in a prompt manner.

Company will be required to have the proper delivery trailer that will enable them to off load each container and place the units where the City desires. There will be no additional equipment provided by the City to assist in delivery and placement of the unit.

Company will provide if needed non-permanent and removable footings to keep the cargo unit off the ground or assist in leveling the cargo unit. Bidders are requested to make an on-site visit to the locations and make themselves aware of any existing conditions that might affect their bid. Any bid submitted will be construed as evidence that an on-site visit was made.

Contact Al Menifield to gain access to the sites:

Phone: 205-254-6335
Email: alfred.menifield@birminghamal.gov.

Approximately 10 containers to:

Construction Division
800 Golden Flake Drive
Birmingham, AL 35205

Approximately 2 containers to:

East End District
301 96th Street North
Birmingham, AL 35206

BID FORM

W. E. Caffee
 Assistant Purchasing Agent
 Birmingham, AL

Submitted below is my firm bid for 40' cargo containers for the City of Birmingham, in accordance with your invitation to bid and specifications dated February 29, 2016. Prices quoted are f.o.b. Birmingham, Alabama delivered and I am bidding in accordance with specifications except as listed below.

Approx. Qty.	Description	Make/Model	Unit Price	Extended Total
12	40' cargo containers as per specifications.		\$ _____	\$ _____

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 origins, 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 the street address)

 Tax ID Number

 City State Zip

 Name (Print or Type)

 Terms of Payment

 Signature

 Delivery Date

 Title

 Telephone Number

 E-mail address

 Fax Number