



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

October 27, 2014

### INVITATION TO BID #14-78

Sealed bids for Animal Control Bodies for the City of Birmingham, will be received by the Purchasing Agent, Room P-100 First Floor City Hall, Birmingham, Alabama, until 2:00 p.m., November 13, 2014 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](http://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.

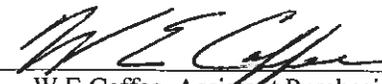
The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion, or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy 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 – ANIMAL CONTROL BODIES – 2:00 P.M., 11/13/14**". Bids may be hand delivered to Room 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 TO ROOM P-100 FIRST FLOOR CITY HALL**). However, bids sent by any express carrier (Federal Express, UPS, DHL, etc.) must be mailed to 710 North 20th Street, and specify delivery to 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., November 13, 2014. Bids received after this time will not be considered.

  
W E Caffee, Assistant Purchasing Agent

a.m.  
B.N. 10/31/14

## SPECIFICATIONS FOR ANIMAL CONTROL BODIES

### GENERAL:

The City of Birmingham plans to purchase the animal control bodies mounted on chassis supplied by the City as specified in this document in the quantity indicated. Award will be based on the lowest price, responsive, responsible bid submitted, optional items will only be a factor of consideration in determining the low bid if selected at time of award

The City reserves the right to make additional animal control bodies at the bid price at a later date if mutually agreeable to 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.

### **Bidders are required to provide two (2) copies of their original bid with their package.**

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 a 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.

**Each bidder is to extend prices and provide a total for the bid being submitted. In order for any bid award to be considered that exceeds \$10,000.00 your bid must have been accompanied by an acceptable bid bond, certified check or cashier's check in the amount of \$500.00. 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 check shall be forfeited.**

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.

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.**

Vendor (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 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.

Vendor 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.**

**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.**

# SPECIFICATIONS

## APPROXIMATELY FOUR (4) ANIMAL CONTROL BODIES

### UNITED STATES ASSEMBLY

### FOR CITY OF BIRMINGHAM, ALABAMA

The greater of the manufacturer's or one year warranty period will begin with the effective equipment in-service date, which may or may not be equal to the equipment delivery date, but will in no case be later than six months after equipment has been delivered. Body will not be accepted with any dealer emblems affixed.

Any equipment recall notices should be mailed directly to Bob Rainey, Director, Equipment Management, 515 6th Avenue South, Birmingham, AL, 35205.

All participating bidders shall mark conspicuously - compliance or non-compliance with an "X" in the appropriate column beside each specified item. Those items marked in the "NO" column must be explained in detail on the provided "Exceptions To Specifications" pages.

Questions should be addressed to Mr. Bob Rainey, Director, Equipment Management, c/o Purchasing Division, 710 North 20th Street, Room P-100 First Floor, Birmingham, AL, 35203.

**GENERAL:** It shall be the responsibility of the successful bidder to conform the body to the chassis supplied Ford F350. This shall include the proper fit of under-structure of bed to chassis frame and width of bed to conform to truck axle width.

**BIDDER  
COMPLIANCE  
YES NO**

**Vendor to supply one copy each maintenance, operating, wiring manuals, and one copy each parts book/CD/DVD.**

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Vendor is to provide a minimum of 4 keys per body.

\_\_\_\_

**C.A.: 56"**

\_\_\_\_

**APPROXIMATELY FOUR (4) OR MORE ANIMAL CONTROL BODY  
PAGE TWO OF SIX**

**BIDDER  
COMPLIANCE  
YES NO**

<b>DIMENSION:</b>	Overall length: 109"	___	___
	Width: 80"	___	___
	Overall height: 48"	___	___

<b>STORAGE COMPARTMENT:</b>			
	25" wide, 8" tall overall, 80" deep	___	___

<b>ANIMAL COMPARTMENTS:</b>			
	<b>CURB SIDE:</b>		
	Front: 25"W x 35"H x 40" Deep	___	___
	Center: 25"W x 26"H x 40" Deep	___	___
	Rear : 25"W x 26"H x 40" Deep	___	___

	<b>STREET SIDE:</b>		
	Front: 25"W x 35"H x 40" Deep	___	___
	Center: 25"W x 26"H x 40" Deep	___	___
	Rear: 25"W x 26"H x 40" Deep	___	___

	All compartments to have drain pan and drain hole	___	___
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	All compartment tops to have ventilation holes	___	___
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	All compartments to have recessed lighting	___	___
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**BIDDER  
COMPLIANCE  
YES NO**

**CONSTRUCTION:**

Basic frame is 2" x 2" welded steel tubing with a superstructure of 1" x 1" welded steel tuning.

\_\_\_

All steel shall be hot dipped galvanized before covering.

\_\_\_

The ceiling shall have 4" foam insulation and the front, back and bottom contain 1" foam insulation.

\_\_\_

Units must be completely waterproof, corrosion resistant, and chew proof.

\_\_\_

The interior material shall be 20 gauge stainless steel, and the exterior material is 20 gauge stainless steel.

\_\_\_

The ceilings consist of .050 aluminum with a roof of 1/8" aluminum diamond plate.

\_\_\_

Compartment doors shall be made with 12 gauge stainless steel and hinged from the front with a continuous stainless steel hinge.

\_\_\_

All compartment doors have positive locking tee handles, keyed alike and louvered aluminum vents with grated inside grills to prevent chewing.

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The unit shall be equipped with LED marker lights, LED stop and tail lights, LED dual backup lights, four way flashers and backup alarm.

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The unit shall be mounted to the vehicle frame with eight (8) angle brackets.

\_\_\_

Storage compartment floors must be carpeted and the doors are solid(no vents) with the same basic construction as the animal compartment doors.

\_\_\_

**BIDDER  
COMPLIANCE  
YES NO**

**REAR STORAGE  
COMPARTMENT:**

Storage compartment to be located at rear of body with access door

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

Storage compartment floors shall be carpeted. The doors are solid(no vents) and have the same basic construction as the animal compartment doors.

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

Door hinged on stainless steel hinge with full gaskets and closed with stainless steel 6" recessed D-handle latch with locking cylinder

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

**MISCELLANEOUS  
EQUIPMENT:**

Backup Alarm - Peterson PM #781 or equal

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7 - Secondary Safety Doors – Located inside the primary door, and are constructed of 125 aluminum with 3/4" holes punched for ventilation and a catch pole cutout.

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

Top Luggage Rack-This rack is installed on top of unit for additional storage. The rack is constructed of 1 1/2 X 1 1/2 square aluminum tubing welded.

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

8 - Interior Lights shall be installed in each compartment with all switches mounted on the dash of the vehicle.

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

Emergency Strobe-Federal Signal Model 450112 or equal- measures 16" long and 5" high and 7" wide with (2) 55 watt halogen bulbs, reflectors and amber colored dome, wired with #12 thermoplastic wire with fused circuit breaker, and dash mounted switches.

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

Swinging Partition-Swinging partitions shall be installed in compartments and opened to create a pass through compartment between each side of the unit.

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

**BIDDER  
COMPLIANCE  
YES NO**

Storage Bumper shall be constructed of steel and is 82" long and 15" wide, painted with automotive polyurethane paint, and has a storage compartment in the center.

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

Mud and splash guards installed at rear wheels

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

8-Rubber Mats – shall be made from ½" thick, chew proof rubber mats to fit the floor of the animal compartments.

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

Rear Flood Lights (2) 4 X 6 Quartz floodlights mounted on the rear of the unit.

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

Directional Light Bar -Federal Signal Model 321112 or equal traffic advisor located on the rear of the unit, placed at center top to advise traffic of the vehicles location.

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

Digital Thermometer Mounted on dash of truck with the probe located inside animal unit to monitor temperature while vehicle is in use.

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

Air Conditioning System-Red Dot Model R-6100 Unit Or equal 20,000 BTU with add on compressor to truck engine.

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

Auxiliary Heating-Red Dot Model R-254-4 - 20,000 BTU directional air louvered heater.

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

Pet Step-Constructed of polypropylene, with a size of 70" L (35" L when folded) X 18" W with universal rubberized grips to fit any vehicle.

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

Door Checks-Shall be mounted inside the cage attached to the primary door, used to hold the door in open position while loading/unloading animals.

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

**APPROXIMATELY FOUR (4) OR MORE ANIMAL CONTROL BODY  
PAGE SIX OF SIX**

**BIDDER  
COMPLIANCE  
YES NO**

**BLIND SPOT MIRROR:** 8" rear cross view safety mirror installed on upper rear corner of body.

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**OPTIONAL ITEMS:** Lift System - Slide out cage housed in curb side front compartment to assist in lifting large animals. Powered by an 1800# 12 volt, cable winch, the cage lowers to curb height and is capable of lifting 200 pounds.

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Dead Animal Box with Lift Gate-Located in the rear center of the unit, with a electric lift gate capable of lifting 1000 pounds.

— —

**FOB:** 515 6th Avenue South  
Birmingham, AL 35205

**BID FORM**

W. E. Caffee  
 Assistant Purchasing Agent  
 Birmingham, Alabama

Submitted below is my firm bid for Animal Control Body for the City of Birmingham, in accordance with your invitation to bid and specifications dated October 27, 2014. Prices quoted are F.O.B. Birmingham, Alabama delivered and I am bidding in accordance with specification except as listed below.

Approx. Qty	Description	Make/Model	Unit Price	Extended Total
4	Animal Control Body as per specification.		\$ _____	\$ _____
	<b>Optional Item:</b>			
	Lift System		\$ _____	
	Dead Animal Box and Lift		\$ _____	

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

Bidder acknowledges receipt of \_\_\_\_\_ addenda to the bid.  
 (Number(s))