



WILLIAM A. BELL, SR.
MAYOR

CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

P-100 CITY HALL
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FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

February 26, 2016

INVITATION TO BID # 16-17

Sealed bids for furniture 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 24, 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No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.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- FURNITURE 2:00 P.M., 03/24/16**". 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 24, 2016. Bids received after this time will not be considered.


William E. Caffee, Assistant Purchasing Agent

**SPECIFICATIONS FOR FURNITURE
FOR
THE CITY OF BIRMINGHAM**

GENERAL: The City of Birmingham is seeking bids for office furniture. Brand names and models have been used in the specifications to establish the grade, quality, appearance, and preference for the City. Any bid submitted must be accompanied by catalogs, brochures and or specification sheets which will adequately demonstrate the item(s) being bid meets or exceeds the given specifications. Picture and detailed description of any proposed substitute are required to be submitted with the bid. Furniture sample may be required for inspection prior to award: must be available within 72 hours of notice to provide. Award will be to the lowest priced, responsive, responsible bid per line item. 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.

The bid price must include the cost of the item and all associated procurement, shipping, handling, assembly, and installation costs. The bid price should **not** include sales tax. The bidder is responsible for delivery of all items, unpacking, assembly, complete setup and installation, including removal of packing material, wipe down of all items to remove dust and any packing residue.

Any item damaged in shipment or during installation must be replaced by the bidder at no cost to the City. No damaged items will be accepted.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

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-responsive 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 additional one (1) copy 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.

Successful bidders 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 City reserves the right to make additional purchases in the future at the bid price upon mutual agreement of both parties.

Any bid that imposes a service fee 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.

Any bid that stipulates a reversal of freight charges if a minimum quantity or purchase order amount is not ordered, will be determined a non-responsive bid and will not be considered for award.

The contract(s) shall become effective from the date noted in the Notification of Award letters to be mailed to the successful vendor(s).

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 terms are 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 payments 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. payment.**

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 individual; 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.

All bids submitted must be accompanied by catalogs, brochures and/or specifications sheets that will adequately demonstrate the product bid meet or exceeds that specified.

BID FORM

W. E. Caffee
 Assistant Purchasing Agent
 Birmingham, AL

Submitted below is my firm bid for furniture for the City of Birmingham, in accordance with your invitation to bid and specifications dated February 26, 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
400 ea.	Economy Plastic Folding Chair, contoured back, heavy duty powder coated steel frame, 17" seat height. Color: White. 300 lb. capacity. Uline #H-301W or Equal		\$	\$
80 ea.	Fabric Padded Steel Folding Chair, double riveted, double-hinged U-braced, 1 1/4" foam padded seat with 3/4" back rest, with non-marring leg caps to protect floors, 18" seat height. Color: Black. 300 lb. capacity. Carton of 4. Uline #H-3139 or Equal		\$	\$
1 ea.	Chair Dolly, Two Tier 67" L x 33 1/4" W x 70" H; 4" casters for easy maneuverability, fully assembled, 84 chair capacity. Uline #H-2789 or Equal		\$	\$
2 ea.	Table Dolly, Stack 60" round tables edge for easy access 4" swivel caster 49" L x 32" W x 41" H; 8 table capacity. Uline #H-2789 or Equal		\$	\$
50 ea.	Deluxe Folding Tables, strong and sturdy, 3 steel support, blow-molded polyethylene top, stain resistant, with adjustable or fixed legs. Folds to 2 1/2" thickness for easy storage. 60" round diameter. Color: White. 250 lb. capacity. Uline #H-2520 or Equal		\$	\$
6 ea.	Lorell Fortress Series Bookcase, fully adjustable shelves, adjust in 1" increments, fixed bottom shelf, welded steel construction with powder-coat finish, meets or exceed ANSI/BIFMA shelf standards, 34.5" x 13" x 42". Color: Black. 200 lb. capacity per shelf. #LLR81285 or Equal		\$	\$
			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 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:

_____ Tax ID Number

_____ Date of Bid

_____ Company

_____ Street Address

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

_____ City State Zip

Name (Print or Type)

Terms of Payment

Signature

Delivery Date

Title

Telephone Number

E-mail address

Fax Number