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

WILLIAM A. BELL, SR.
MAYOR

J. THOMAS BARNETT. JR.
FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

December 15, 2014

INVITATION TO BID #15-03

Sealed bids for LED traffic signal lamp units for a period of one (1) year with month to month extensions thereafter upon mutual agreement of both parties, 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., January 28, 2015, 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 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. 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 either 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, it 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No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.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 – LED TRAFFIC SIGNAL LAMP UNITS– 2:00 p.m., 01-28-15."** Bids may be hand delivered to Room P-100 1st 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 (i.e. Federal Express, Airborne, UPS, etc.), must be mailed to 710 North 20th Street, Birmingham, AL 35203 and specify delivery to Room P-100 1st 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., January 28, 2015. Bids received after this time will not be considered.

W.E. Caffee, Assistant Purchasing Agent

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Attachment

B.N. 12/21/14

LED TRAFFIC SIGNAL LAMP UNITS

The City of Birmingham is seeking bids for the supply of LED traffic signal lamp units. The City intends to award to the lowest priced, responsive, responsible bidder.

The proposed contract shall extend for a minimum time frame of one (1) year, with a month-to-month extensions thereafter, at the prices originally bid, upon mutual agreement of both parties. This extension phase is not to exceed twenty-four (24) months. Prior to the end of the initial contract year or during any extension phase of this contract, the successful bidder shall give the City an advanced thirty (30) days written notice if they wish to terminate the contract. During the extension phase of the contract should any product bid have a manufacturer's price increase which applies across the board to all sales of the product (ex: new price list published), the City shall allow the bidder to increase the bid price by the exact dollar amount of the manufacturer's price increase. Bidder must provide to the City printed documentation from the manufacturer of any such price increase at least thirty (30) days prior to implementing any increase in price. No increase in price shall be allowed during the first twelve (12) months of the contract. Should any product herein experience a manufacturer's price reduction during the contracted period, the City is to immediately receive the benefit of such reduction.

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-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 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 payable to the City of Birmingham. 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.

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 reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City determines that the service, item(s) and/or product line(s) being supplied is/are failing to perform satisfactorily.

LED TRAFFIC SIGNAL LAMP UNITS

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.

All items covered within this Invitation to Bid are to be F.O.B. Delivered, City of Birmingham, Alabama. Deliveries are to be made Monday through Thursday. 7:00 a.m. to 4:00 p.m. – **NO FRIDAY DELIVERIES WILL BE ACCEPTED.**

The quantities on the Bid Form are **estimated annual usages for evaluation purposes 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 lamp units are to be new.

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.

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 records shall prevail. **The City will not consider any bids requiring C.O.D. payments.**

The City has limited storage space so timely delivery shall be a consideration.

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.

LED TRAFFIC SIGNAL LAMP UNITS

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 Yolanda Cox, 254-2265, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

LED TRAFFIC SIGNAL LAMP UNITS

This specification describes the minimum acceptable design and performance requirements for both the 8 in. and 12 in. LED (Light Emitting Diode) traffic signal lamp units. The equipment furnished shall conform to the Specifications. Furthermore, the equipment shall conform to the applicable requirement of:

1. The Underwriter's Laboratory Incorporate (UL)
2. The American Society for Testing and Materials (ASTM)
3. The American Standards Institute (ANSI)
4. The National Electrical Manufacturer's Association (NEMA)
5. Institute of Transportation Engineers (ITE)
6. Other applicable standards and specifications.

1. GENERAL

a. LED traffic signal lamp unit must be approved by the Alabama Department of Transportation prior to awarding of the bid.

b. A minimum five (5) year warranty must be provided for each LED traffic signal lamp unit. The LED's shall maintain the minimum light intensity based on ITE standards for the warranty period. The manufacturer will be required to provide a replacement unit within a maximum of ten (10) days of notification of a failure.

c. All LED traffic signal lamp units must be provided with an anti-sway feature or wide-angle lens.

d. **EACH LED SHOULD HAVE AN INCANDESCENT LOOK.**

e. The LED traffic signal lamp unit shall be designed to retrofit existing traffic signal housing without the use of any special tools.

f. Installation of a retrofit replacement LED traffic signal lamp unit into an existing signal housing shall only require removal of the existing lens, reflector, and incandescent lamp allowing the new unit to fit securely in the signal housing door. Unit lead wiring shall have a standard two pin male molex connector which snaps into the corresponding female connector of which is to be connected at the signal head terminal block by means of spade terminal connectors. The corresponding female connector, wiring, and spade terminal connectors described above shall be supplied with each LED traffic signal lamp.

g. A clear, durable, and unmistakable marking shall be provided on each unit as to its proper orientation (i.e. top or bottom) if proper orientation of the unit is required for optimum performance.

h. The manufacturer's name, serial number and other necessary identification shall be permanently marked on the backside of the LED traffic lamp unit. A label shall be placed in the unit certifying compliance to ITE standards.

LED TRAFFIC SIGNAL LAMP UNITS

2. PHYSICAL AND MECHANICAL REQUIREMENTS

a. The LED traffic signal lamp unit shall conform to the latest specifications of:

1. **Institute of Transportation Engineers (ITE) Equipment and Material Standards**
2. **Vehicle Traffic Control Signal Heads (VTCSH) Part 2: LED Vehicle Signal Modules**
3. **Alabama Department of Transportation (ALDOT) latest specifications.**

b. The low bidder shall supply one each of a red, yellow, and green LED traffic signal lamp prior to bid approval for inspection and approval by the City of Birmingham.

3. DOCUMENTATION REQUIREMENTS

a. Each LED traffic signal lamp unit shall be provided with the following documentation:

1. Complete and accurate installation guide.

2. Contact name, address, and telephone number for the representative, manufacturer, or distributor for warranty repair.

b. A copy of a test report certified by an independent laboratory that the LED traffic signal lamp module submitted meets all the requirements of these specifications in accordance with **ITE VTSCH Part 2.**

BID FORM

W. E. Caffee
Assistant Purchasing Agent
Birmingham, Alabama

Submitted below is my firm bid for the supply of LED Traffic Signal Lamp Units for a period of one (1) year and month-to-month thereafter in accordance with your invitation to bid and specifications dated December 15, 2014. Prices quoted are f.o.b. Birmingham, Alabama and I am bidding in exact accordance with the specifications except as listed below.

APPROX. QTY.	DESCRIPTION	MAKE/MODEL	UNIT PRICE	EXTENDED TOTAL
25	8" Red LED Lamp Unit			
25	8" Yellow LED Lamp Unit			
25	8" Green LED Lamp Unit			
150	12" Red LED Lamp Unit			
50	12" Yellow LED Lamp Unit			
50	12" Green LED Lamp Unit			

BID FORM

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 from street address)
_____ Tax ID Number	_____ City State Zip
_____ Name (Print or Type)	_____ Terms of Payment
_____ Signature	_____ Telephone Number
_____ Title	_____ Fax Number
_____ E-mail address	_____ Website

IF AVAILABLE PLEASE SUBMIT COPY OF CURRENT CITY OF BIRMINGHAM BUSINESS LICENSE WITH THIS BID.

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

1. **BID AWARD NOTICE ADDRESS**
2. **PURCHASE ORDER ADDRESS**
3. **REMITTANCE ADDRESS (and NAME if different than above)**