



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

October 28, 2016

J. THOMAS BARNETT, JR.  
FINANCE DIRECTOR

RON NICKEL  
PURCHASING AGENT

WILLIAM E. CAFFEE  
ASSISTANT PURCHASING AGENT

### INVITATION TO BID #16-63

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., November 28, 2016, 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](http://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 order for any bid award to be considered that exceeds \$10,000.00, it must be accompanied by an acceptable bid bond or 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 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No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.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 in part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked, "**SEALED BID - PRINTERS, PC SOFTWARE, ETC. -2:00 p.m., 11/28/16**". 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 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., November 28, 2016. Bids received after this time will not be considered.

  
William E. Caffee, Assistant Purchasing Agent

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Attachment

B.N. 11/04/16

## 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 for Dell and Hewlett Packard equipment. The City intends to award to the lowest priced, responsive, responsible bidder on a total lot basis.

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.

The proposed contract shall extend for a minimum time frame of one (1) year, with a month to month extension 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(s) shall give the City an advanced thirty (30) days written notice if they wish to terminate the contract.

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, D & H Services, 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, Hewlett Packard and Panasonic. 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, Yolanda Cox, 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.

Frequent failure to meet the required / established 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.

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.

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.

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 American, 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.**

**Any potential vendor 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.**

**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.**

**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. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract/agreement and shall be responsible for all damages resulting therefrom.**

**NOTE: For the fiscal year 2014 (July 1, 2014 through June 30, 2015) the City spent approximately \$1,008,719.30 under this contract.**

**For the fiscal year 2015 (July 1, 2015 through June 30, 2016) the City spent approximately \$1,454,014.64 under this contract.**

**The City makes 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 October 28, 2016. 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
<b>NETWORK</b>					
100	Cisco 7945G phone	CP-7945G			
100	Cisco 7975G phone	CP-7975G			
100	Cisco IP Phone 8851	CP-8851-K9			
50	Cisco 3750X 24 Port Switch	WS-C3750X-24P-L			
50	Cisco 3750X 48 Port Switch	WS-C3750X-48P-L			
<b>NETWORK TOTAL</b>					<b>\$</b>
<b>SOFTWARE</b>					
15	Adobe Acrobat Pro	65195512AF01A00			
10	Microsoft Office Professional 2016	269-16814			
<b>SOFTWARE TOTAL</b>					<b>\$</b>
<b>PRINTER</b>					
50	HP LaserJet Pro M1102W	G3Q35A#BGJ			
4	HP LaserJet Pro 400 color M452dn	CF389A#BGJ			
20	HP OfficeJet 8710 All In One	M9L66A#B1H			
8	Fujitsu fi-716OZ Document Scanner	PA03670-B055			
20	Epson Perfection V800 Photo Scanner	B11B223201			
<b>PRINTER TOTAL</b>					<b>\$</b>
<b>MISCELLANEOUS</b>					
5	Nikon D810 Camera	1556			
25	Nikon CoolPix S7000 Camera	26483			
10	APC Smart - UPS 1500VA LCD RM - UPS (rack-mountable) AC 120V 1000 Watt -1400VA -USB- output connectors: 6 - 2U - black	SMT1500RM2U			
10	APC Smart -- UPS 1000VA LCD-UPS-AC 120V - 700 Watt - 1000 VA USB - output connectors: 8 - black	SMT1000US			
20	Microsoft Surface Pro 4 - Tablet - with detachable keyboard - Core i7 6650U / 2.2 GHz - Win 10 Pro 64-bit - 8GB RAM- 256 GB SSD - 12.3" touchscreen 2736 x 1824 - Iris Graphics - Wi Fi - silver - kbd: English - North America - commercial - with Surface Pro 4 Type Cover (black)	6DL-00001			

MISCELLANEOUS					
20	Microsoft Wireless Display Adapter – V2 – wireless video/audio extender – up to 23ft.	P3Q-00001			
20	C2G USB to PS2 Adapter – keyboard/mouse adapter – USB (M) to 6 pin PS/2 (F) - black	27277			
20	Microsoft Arc Touch Mouse – Surface Edition – mouse –optical -2 buttons – wireless – Bluetooth – dark titanium	P9X-00002			
25	Panasonic Toughbook 31 – Core i5 – Win 10 Pro – 8 GB RAM – 256 GB SSD – 13.1” touchscreen 1024 x 768 – HD Graphics 5500 Wi-Fi – 4G – rugged – 3 Year	CF-3113-01VM			
<b>MISCELLANEOUS TOTAL</b>					<b>\$</b>

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