



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

May 27, 2016

INVITATION TO BID #16-35

J. THOMAS BARNETT, JR.
FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

Sealed bids for safety shoes and boots for a period of one (1) year with month to month extensions thereafter upon mutual consent 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., June 30, 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 form 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), and mailed to only those vendors who were provided a copy in person or by mail.

All bids are to be f.o.b. Birmingham, AL 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.

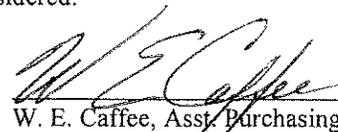
The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy 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 – SAFETY SHOES AND BOOTS - 2:00 P.M., 06/30/16.**" 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 BID TO ROOM P-100 1ST FLOOR CITY HALL**). However bids sent by any express carrier (Federal Express, UPS, airborne, 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., June 30, 2016. Bids received after this time will not be considered.


W. E. Caffee, Asst. Purchasing Agent

yc
B.N. 5/29/16

SPECIFICATIONS FOR THE SUPPLY OF SAFETY SHOES AND BOOTS FOR THE CITY OF BIRMINGHAM

The City of Birmingham is seeking bids for the supply of safety shoes/boots. The basis of the bid shall consist primarily of any and all approved safety shoes/boots the City may require for both its male and female employees during the life of this contract. 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. Cost normally considered pass through cost (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. 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. 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, 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 initial twelve (12) month term of the contract. Should any product herein experience a manufacturer's price reduction during the contracted period, the City is to 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 superseded 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 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 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.

The contract shall become effective from the date noted in the Notification of Award letter which will be mailed to the successful vendor.

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.

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.**

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 (office or 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 therefore.

Any questions concerning these specifications should be addressed to Phillip Hyche, phone (205) 254-6510, fax (205) 254-6588 between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday.

REQUIREMENTS & SPECIFICATIONS:

The quantities shown on the bid form are estimated annual quantities 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.

Vendor Requirements:

The City's current method of acquiring shoes is to send the employee to the vendor's place of business for fitting and shoe pick-up.

Only established firms, located within the City of Birmingham, whose prime business is the stocking, selling and/or distribution of men's and women's safety shoes shall be eligible for consideration.

Only safety shoe distributors and manufacturers with a full and highly varied safety shoe line will be eligible for consideration.

The distributor shall be required to show evidence of substantial inventory in order to properly fit employees of the City. The distributor shall be responsible for keeping, at all times, every size shoe/boot from men's size six (6) through thirteen (13) and equivalent sizes for women as well as all the available widths of any shoe offered for base shoe consideration.

To be eligible for consideration the vendor must be open for business Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m. Vendor must show proof of an adequate in-store sales staff who are adequately trained in the proper sizing and fitting of safety shoes/boots, and who are available for consultation anytime between the hours of 9:00 a.m. and 4:00 p.m.

Vendor must be an authorized distributor for any lines of shoes/boots offered to the City of Birmingham for consideration.

Manufacturer and product line(s) bid must be line(s) supplied throughout the life of the contract.

Pricing Structure:

The City is seeking a flat price for the base shoe describe later within these specifications. This flat price shall herein be referred to and known as the "base shoe price". The base shoe price should be indicated on the Bid Form in the appropriate space provided. No deviation from this base shoe price shall be allowed during the initial twelve (12) month term of the contract (see Paragraph 2 on Page 2). This base shoe price shall be a consideration of the award.

Each bidder is to include with his bid, a current and complete manufacturer's suggested price sheet for any and all shoe lines offered to the City for consideration. In lieu of manufacturer's price sheets, vendors may supply a store generated price sheet as long as it is complete for every line offered for consideration. The price list(s) submitted with the bid shall be the price list(s) used through out the life of the contract. No updated or more current price list(s) may be substituted at any time during the life of this contract except as detailed in Paragraph 2 on Page 2.

Due to the varied job requirements and the nearly impossible task of defining every type shoe/boot the City may require, the successful bidder shall be required to furnish any style safety shoe or boot, in his manufacturer's line, at a specific rate of discount from the manufacturer's price sheet submitted with bid. Bidders are to indicate this rate of discount in the appropriate space provided on the Bid Form. These discounted prices will be a consideration of the award

Sales Tax Collection Requirement:

Due to the payment policy requiring City employees to pay for part of the cost of the shoes, the State of Alabama has ruled that ALL shoes purchased are subject to sales tax.

Therefore, the successful vendor will be required to collect all applicable sales tax from the City employee at the time he picks up the shoes. Vendor will not be allowed to bill the City of Birmingham for any sales tax.

Vendor invoicing requirements:

As a safeguard against fraudulent purchases, all City employees are required to provide the vendor with a signed Departmental Authorization Form and a picture ID (driver's license, City ID badge, etc) when purchasing shoes.

In order to ensure prompt payment the successful vendor will be required to provide a separate invoice with each pair of safety shoes sold. All invoices are to have the following information: company name, date, invoice number, item number, description, City's purchase order number, price, City employee's name, last four digits of employee's social security number, Department name, supervisor's name and telephone number, a legible employee signature and a copy of the picture ID attached.

A copy of the invoice is to be provided to the employee at the point of sale and a copy is to be mailed to: the location shown on the purchase order, section titled INVOICE TO. All invoices must list the appropriate purchase order number for each sale. **Do not mail invoices to the Accounts Payable Division.** Failure to follow any part of this procedure will result in the delay of payment.

For any questions concerning payments for items covered within this contract, contact the appropriate department as shown on the City's purchase order. **Do not contact the Accounts Payable Division.**

Warranty & return policy provisions:

Each bidder is to submit with the bid a detailed copy of the manufacturer's warranty for any and/or all line(s) of shoes offered the City for consideration. These warranties will be a consideration of the award.

Each bidder is to submit with the bid a detailed statement of the vendor's shoe return policy. This statement should include policies covering areas such as comfort, fit, excessive wear, premature failure, etc. Statement is to clearly state all conditions and limitations of the vendor's shoe return policy.

Substitutions:

Base shoe sizing or gender substitutions:

The City recognizes that manufacturers limit sizing and gender availability in some styles of shoes. In the event a bidder offers such a shoe to the City as the base contract shoe, a second shoe, equal in every way to the first, must also be offered in order to fill in the sizing or gender gaps that exist with the primary base shoe. This second shoe must meet or exceed all the same specifications and requirements as the primary shoe including being priced the same as the primary shoe. The primary and secondary shoe offered will be evaluated as a single line and failure of either shoe to meet any of the specifications will result in the rejection of the bid.

Authorized shoe substitutions:

The City of Birmingham shall provide the successful bidder with an approved list of shoes for authorized substitutions from the base contract shoe. No shoes shall be paid for by the City of Birmingham unless they are on the City's approved substitution list.

The successful vendor shall agree to allow any authorized employee of the City of Birmingham, to apply the quoted base shoe price toward the purchase of any higher priced safety shoes in the vendor's line(s). **The employee shall be required to pay the vendor, on a C.O.D. basis, the difference in the purchase price of the substituted shoes and the base shoe price. The substituted shoes shall be discounted at the rate of discount as bid by the vendor.**

Only the base shoe price shall be paid by the City of Birmingham for any higher priced shoes sold to the City employees under this contract. **The vendor must collect from the employee any and all additional charges for substituted shoes and the sales tax at the point of sale.**

Samples:

Bidders must furnish samples of the base shoe(s) being offered for consideration on or before bid date. Bidder is to also include a sample of any size filler shoe if applicable. All samples are to be in a six inch high (6") work shoe in black or brown. Samples are to be clearly marked with the vendor's name. Samples are to remain the property of the bidder and will be returned after an award is made. The sample(s) provided **will** be a consideration of the award.

The City may require additional samples before an award is made. Any samples requested must be made available to the City within seventy-two hours of such request. Failure to provide samples as required and/or requested could result in the rejection of the vendors bid.

Base Shoe Minimum Specifications:

The base shoe shall be Hytest Electrical Hazard Steel Toe 6" Boot or equal, of a six (6") inch height, steel (or composite) toe work boot design with a plain toe in either a **black (13180) or brown (13181)** color with an EH (electrical hazard) rating ASTM F2413-05EH and meet or exceed both F2413-05 I/75 and C/75 for impact and compression. Do not quote shoes that do not meet these standards.

The general specification of the base shoe includes the following: standard six inch (6") work boot pattern with plain toe, with wide toe cap, Strobel (glued) construction, highly padded soft leather collar, padded tongue, six or seven brass eyelets, molded W34 Nexus rubber outsole with EVA cushion midsole and heel unit with highly defined heel, steel or composite type safety toe cap, fully lined, steel or fiberglass support shank, electrical hazard (EH) rated, removable EVA cushion insole and upper constructed of hi-grade, heavyweight, full grain oil tanned leather. The base shoe should be available in both male and female designations and sizing. Only shoes that are fully equal in every way to this specification will be eligible for consideration of award. Do not quote lesser grade shoes.

It is the responsibility of the bidder to supply published documentation that any line offered the City for consideration is fully equal to and/or exceeds the base shoe specifications as defined within these specifications and published data. All such published documentation is to be supplied with the bid. Failure to provide all such documentation could result in the rejection of the bid.

Each bidder is to supply a published outsole rating chart for any sole bid, showing the following information; resistance characteristics to oil, water, chemicals, abrasion, metal chips, slip (traction), and heat. **Sole ratings will be a consideration of award.** Soles should be rated at a minimum of "A", "Best", "Four Stars" or "Excellent" in slip, oil and abrasion resistance. Do not bid lesser rated shoes.

BID FORM

Mr. William Caffee
Asst. Purchasing Agent
Birmingham, AL.

Submitted below is my firm bid for the supply of safety shoes and boots for a period of one (1) year and month to month thereafter in accordance with your invitation to bid and specifications dated May 27, 2016. Prices quoted are f.o.b. Birmingham, AL. and I am bidding in exact accordance with specifications except as listed below.

BASE SAFETY SHOE

Approx Annual Qty.	DESCRIPTION	MANUFACTURER & MODEL	PRICE EACH	GRAND TOTAL
200 pr.	Base safety work shoe as per specifications.			
	Second "filler" shoe if applicable.			
	Rate of discount from base shoe manufacturer's list price sheets to apply to shoes other than base shoe.	%		

Exceptions to Specifications:

Store Return Policy:

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.

COMPANY: _____ DATE OF BID: _____

ADDRESS: _____ TERMS OF PAYMENT: _____

_____ TAX ID # _____

TELEPHONE: _____ NAME: _____
(Please Print)

FAX: _____ SIGNATURE: _____

E-mail _____ TITLE: _____

WEB SITE: _____

Bidder acknowledges receipt of _____ addenda to the bid.
(addenda number)

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)