



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
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October 26, 2015

J. THOMAS BARNETT, JR.
FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

INVITATION TO BID #15-84

Sealed bids for tire re-capping for the City of Birmingham for a period of one (1) year and month-to-month extensions thereafter upon mutual agreement of both parties, will be received by the Purchasing Agent, Room P-100 First Floor City Hall, Birmingham, Alabama until 2:00 p.m., December 2, 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 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No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.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 – TIRE RE-CAPPING - 2:00 P.M., 12-02-15**". 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 BIDS TO ROOM P-100 FIRST FLOOR CITY HALL)**. However, bids sent by 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., December 2, 2015. Bids received after this time will not be considered.

A handwritten signature in black ink, appearing to read "W.E. Caffee".

W.E. Caffee, Assistant Purchasing Agent

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Attachments
B.N. 11-04-15

SPECIFICATIONS FOR RECAPPING OF RADIAL TRUCK TIRES

The City of Birmingham is seeking bids for the supply of radial truck tire recapping services. These services will include the supply of capping materials, all required carcass preparations, and the pick up and return delivery of radial truck tires ranging in size from medium to heavy duty commercial as described within the product specifications section of the bid. The City intends to make a single award on a total lot basis to the lowest priced, responsive, responsible bidder. **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 twelve (12) months, 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 term 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, 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.

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).

Bidders are required to provide an original and two (2) copies of the bid.

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. 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. This 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.

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.

Should other recapped tires currently not shown on the bid form be required during the life of the contract, the City reserves the right to seek verbal bids from only the responsive respondents of this Invitation to Bid, and to make an award of these additional items to the lowest responsive, responsible bidder for the remaining life of this contract.

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 (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.

All bid prices submitted are to be **F.O.B. City of Birmingham, Municipal Garage, 515 6th Avenue South, Birmingham, AL 35205.**

Any questions concerning these specifications should be addressed to Mr. Phillip Hyche at (205)-254-6510, between the hours of 7:00 AM and 3:00 PM, Monday through Friday.

INSURANCE REQUIREMENTS:

Liability Insurance: For the duration of this contract and for limits not less than stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$2,000,000.00 total with a maximum of \$500,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Contractor with limits of not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage or combined single limit of \$1,000,000.00; and (iii) Workman's Compensation coverage in an amount adequate to comply with statutory requirements. The City's bid number (15-84) must appear on any/all copies of the certificate of insurance.

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance reports. Bidder is to provide written documentation of the companies rating with their bid.

The Contractor may use umbrella or excess liability insurance to achieve the required coverages, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein.

City Additional Named Insured: Except for Worker's Compensation coverage, all coverages shall contain endorsements naming the City, and its officers, employees and agents as additional insured with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work..

The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability, but shall allow coverage for the City to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG 2010.1185.

Policies Primary: All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

Waiver of Subrogation: Contractor shall require the carriers of the above required insurance coverage to waive all rights of subrogation against the City, and its officers, employees, agents, contractors and subcontractors. Further, Contractor hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the Contractor or its employees, agents, or representatives from waiving the right of subrogation prior to loss or claim.

Proof of Coverage: Before the commencement of services or work hereunder, the Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. Evidence of insurance will not be accepted on a per event basis. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City. In the event that the City is not notified that any of the coverage required herein is to be canceled or changed in such a manner as to not comply with the requirements of this Contract, the Contractor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein.

Indemnification: Vendor(s) shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties (including any employee, subcontractor or representative of the Vendor, hereafter a "Vendor Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor's performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Vendor or any Vendor Representative may encounter; or (c) the use or occupancy of the work sites by Vendor or any Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnitee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnitee(s) for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitee(s).

Safety: The successful vendor(s) ("Vendor") warrants that it has inspected or will inspect the work sites before performing the services and work contemplated hereunder ("services"). Vendor(s) further warrants that it has not identified any condition or hazard that will prevent it from performing the services in a manner that does not endanger persons or property. Vendor(s) is exclusively responsible for performing the services in a safe manner that does not put at risk the safety of persons (including its own employees or representatives) or endanger property. Vendor(s) shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all its employees and all other persons who may be affected by the services; (ii) all the services and all materials and equipment to be incorporated therein, whether in storage on or off the work sites, or under the care, custody or control of the Vendor(s) or any of its subcontractors; and (iii) other property at the work sites or adjacent thereto. Vendor further agrees to comply with all provisions and requirements set forth in applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over safety of persons or property or to protect them from damage, injury or loss.

DETAILED SPECIFICATIONS:

Quantities: 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 these quantities as conditions require, and no bidder shall attempt to hold the quantities shown as a firm quantity under this contract. The City shall be allowed to order at any time, in any quantity, during the life of this contract.

Location Requirement: Only established firms, located within Jefferson County or any county contiguous to Jefferson County engaged in the active recapping of radial truck tires will be eligible for consideration of award.

Pick-up & Delivery: The successful vendor will be responsible for the pick up and the return delivery of all tires submitted by the City for capping. Tires are to be picked up and returned to the Municipal Garage Tire Shop located at 515 6th Avenue South, Birmingham, AL 35205.

Authorized Dealers: Only authorized dealers for the brand of cap being quoted will be considered as eligible to bid.

Responsibility: The successful bidder will be responsible for all City property while in his possession. All casings to be recapped will be supplied by the City of Birmingham. All casings remain the property of the City. Casings that are rejected for capping or repair are to be returned to the City. All casings are to be recorded by serial number and size. Written RAR (return as received) reports will be provided by the vendor which details all pertinent information as to why tires have not been accepted for processing. All repairs and services shall be subject to inspection by the City of Birmingham, or its representative, before payment is made. Each bidder will supply with his bid a written statement detailing the recapping process used for the brand of retread cap being supplied.

Casings: All casing are to be inspected, repaired and buffed prior to processing. Any casing failing to meet minimum standards for recapping must be returned to the City (see Responsibility section). Section repairs, bead or spot repairs are not to be included in the price of the recapped tire. Such repairs are to be indicated in the appropriate section of the Bid Form at a fixed rate per repair.

Retreads: Only first line, first quality caps and processes such as Bandag, Oliver, Michelin, Goodyear, etc. will be acceptable for consideration. Bandag's series WHL (Waste Hauler Lug) and BRX caps or fully equal will be the baseline tread design & grade for this contract. All treads are to span the full width of the casing to comply with the original tire size and the tread manufacturer's recommended width to match the casing dimensions. All tires are to be prepared in accordance with the tread manufacturer's recommendations and treads are to be cured to the tread manufacturer's temperature, pressure, and time period specifications. All splices are to be tight and clean with no excessive short fall gaps. All side seams are to be sealed. Each completed retread is to pass a final inspection before being labeled and returned to the City for acceptance.

Federal Regulation: All tires recapped or repaired under this contract are to comply with Federal Regulation 49CFR Part 574 - Tire Identification and Record Keeping. Specific labeling of each retread by the re-treader and date of production is mandatory. Any recapped or repaired tire returned to the City lacking this identification mark will be refused at the time of delivery.

Product Warranty: Each bidder is to include with submitted bid a copy of the recap manufacturer's product warranty concerning materials and workmanship and any limitations that apply to the cap materials and process. Bidder is to also include a copy of warranty that applies to the workmanship involved in the capping process.

The City shall require the following minimum warranty:

If the retread fails while in service and the cause is faulty workmanship and/or materials, the tire shall be returned to the vendor and be adjusted on the following scales:

- (A) Tires failing before twenty five percent (25%) of the original tread is worn shall be refunded to the City at full retread cost.
- (B) Tires failing beyond twenty five percent (25%) shall be adjusted on a prorated basis based on the remaining tread down to 3/32". Bidder is to include pro-ration rate with bid.

Any refusal or failure on the part of the contractor to make a just and fair adjustment on defective merchandise or render satisfactory service will automatically give the City the privilege of canceling the contract held by the contractor.

Inspection of Facilities: Bidder must be properly equipped to repair and recap all tires of various sizes. The successful bidder must allow inspection of equipment and process methods by the City of Birmingham, or its representative, at any time, to insure to their satisfaction that such equipment, processes and materials used in recapping meet the specifications.

BID FORM

W. E. Caffee
 Assistant Purchasing Agent
 Birmingham, Alabama

Submitted below is my firm bid for the recapping of truck tires for the City of Birmingham, in accordance with your invitation to bid and specifications dated October 26, 2015. I am bidding on retreads manufactured by _____ and I am bidding in exact accordance with the specifications except as listed below.

EST. ANNUAL QTY.	DESCRIPTION	TIRE L/R	BRAND AND TRADE NAME OF TREAD	MIN. TREAD DEPTH	PRICE EACH	EXTENDED PRICE
60	22.5 x 70 x 19.5 Recap with Bandag's "BDLT Type Lug Tread" or fully equal	H		24/32	\$	
200	11R22.5 Recap with Bandag's "Waste Hauler Lug" or fully equal	H		24/32	\$	\$
24	11R22.5 Recap with Bandag's "BRX" or fully equal.	H		22/32	\$	\$
24	12R22.5 Recap with Bandag's "Waste Hauler Lug" or fully equal.	H		24/32	\$	\$
16	11R24.5 Recap with Bandag's "BRX" or fully equal.	H		22/32	\$	\$
30	Section Repairs (at time of recapping)				\$	\$
50	Bead and/or Spot repairs				\$	\$
GRAND TOTOAL						\$

EXCEPTIONS TO SPECIFICATIONS: _____

LISTED BELOW ARE ITEMS WE CANNOT FURNISH:

BID FORM-cont'd

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.

Bidder acknowledges receipt of _____ addenda. **This page must be returned with bid.**
(addenda numbers)

Date of Bid

Name (Print legibly or Type)

Company

Title

Street Address

Signature

City State Zip

Tax ID Number

Post Office Box (Zip if different from street address)

E-Mail Address

City State Zip

Telephone Number

Terms of Payment

Fax Number

Delivery Date

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)

