



WILLIAM A. BELL, SR.
MAYOR

CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

P-100 CITY HALL
710 NORTH 20TH STREET
BIRMINGHAM, ALABAMA 35203-2227

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June 5, 2015

J. THOMAS BARNETT, JR.
FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

INVITATION TO BID #15-47

Sealed bids for armored car courier service for the City of Birmingham for a period of one (1) year with the option to renew for a second and third year, will be received by the Purchasing Agent, Room P-100 First Floor City Hall, Birmingham, Alabama until 2:00 p.m., July 9, 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 a certified check, a cashier's check, or a bid bond payable to the City of Birmingham in the amount of \$500.00. In order for any bid award to be considered that exceeds \$10,000.00, your bid must be accompanied by an acceptable bid bond or check. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion, or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

The City reserves the right to reject any or all bids submitted in whole or part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked, "**SEALED BID – ARMORED CAR COURIER SERVICE – 2:00 P.M., 07/09/15**". 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 TO ROOM P-100 FIRST FLOOR CITY HALL**). However, bids sent by any express carrier (Federal Express, UPS, DHL, etc.) must be mailed to 710 North 20th Street, and specify delivery to 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., July 9, 2015. Bids received after this time will not be considered.


W.E. Caffee, Assistant Purchasing Agent

a.m.
B.N. 06/12/15

SPECIFICATIONS FOR ARMORED CAR COURIER SERVICE

GENERAL:

The City of Birmingham is seeking bids for Armored Car Courier Service. The City intends to award to the lowest priced responsive, responsible bidder on a total lot basis for all three (3) years. The proposed contract shall extend for a minimum time frame of twelve (12) months, with the option to renew for a second and third year.

City reserves the right to cancel this contract with thirty (30) days advance notice due to unsatisfactory performance (i.e. repeatedly missing pick-ups with scheduled time periods, failure to make scheduled pick-ups, failure to deposit pickup amounts into bank on same day as picked up, etc.) or convenience. Failure to adhere to any and 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.

Any bid submitted must be accompanied by a copy of the bidder's proposed standard contract document for the services bid.

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.

Bidders are required to provide an additional two (2) copies of their original bid with their package.

The City will issue purchase order(s) to the successful bidder for the goods and/or services (bid items) that are the subject of the bid. Unless otherwise agreed in a writing that is signed by both parties, the entire agreement between the City and the successful bidder concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) the contemplated purchase order(s), (b) this Invitation to Bid and Specifications and (c) your bid (collectively, the "Contract Requirements"). These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of vendor's goods and/or services. By acceptance of the City's purchase order(s), the successful vendor agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

Each bidder is to extend prices and provide a total for the bid being submitted. In order for any bid award to be considered that exceeds \$10,000.00 your bid must have been accompanied by an acceptable bid bond, certified check or cashier's check in the amount of \$500.00. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond check shall be forfeited.

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

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.

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.

DETAILED PERFORMANCE REQUIREMENTS:

1. Daily money pick-up shall be accomplished by armored vehicles with driver and a minimum of one (1) additional guard. All individuals must be armed.
2. **Money Pick-up Requirements:**
 - a. Pick up from Legion Field:
 - i. January 16th through May – None.*
 - ii. June through August - Fridays between 8:00 a.m. and 2:00 p.m.*
 - iii. September through January 15th – Tuesdays between 8:00 a.m. and 2:00 p.m.*

***Please note: The above schedules are subject to change (increase or decrease) over time**

There will be occasional unscheduled pick-ups throughout the year at Legion Field for events such as rock concerts, etc. The Park Board will give advance notice of these events. Estimated annual unscheduled pick-ups are four (4) to eight (8) per year; however, this figure can vary.

- b. Pick-up at City Hall Monday through Friday between 8:00 a.m. and 2:00 p.m. at Room C100, 1st Floor, Cashier's cage.
- c. Pick-up at the Municipal Court Building, Monday through Friday between 8:00 a.m. and 2:00 p.m.
- d. Pick-up at the Municipal Court Services Building, Monday through Friday between 8:00 a.m. and 2:00 p.m.
- e. Pick-up at the Birmingham Crossplex, Tuesdays between 8:00 a.m. and 2:00 p.m.
- f. All money picked up for the City shall be delivered to the City's bank (currently BBVA Compass Bank) vault before 3:00 p.m. **(on the same day the money is picked up)**. If not, vendor must reimburse city for the interest lost while money was not on deposit.
- g. The average total amount of deposits are as follows:

LOCATION	PICKUP SCHEDULE	AMOUNT
Legion Field - (varies widely)	Weekly	Between \$400.00 to \$175,000.00 (ALL CASH)
City Hall – average total amount cash and checks	Daily	\$10,000.00 (MOSTLY CASH)
Municipal Court and Municipal Court Services - average total amount – cash and checks	Daily	\$40,000.00 (MOSTLY CASH)
Birmingham Crossplex	Weekly	Between \$0.00 and \$7,500.00

h. No pick-ups required at any locations on City observed holidays listed:

New Year's Day
Martin Luther King, Jr. Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Day before or day after Christmas Day

i. Site Addresses:

City of Birmingham, City Hall Building, 710 North 20 th Street, Birmingham, AL 35203
Legion Field, 400 Graymont Avenue, Birmingham, AL 35204
Birmingham Municipal Justice Center, 801 17th Street North, Birmingham, AL 35203
Birmingham Municipal Court Services Building, 808 North 18 th Street, Birmingham, AL 35203
Birmingham Crossplex, 2337 Bessemer Road, Birmingham, AL 35208-3511
BBVA Compass Bank, 701 32nd Street North, Birmingham, AL 35203

3. Vendor must have insurance to cover loss of a deposit in a minimum amount of One Million Dollars (\$1,000,000.00). Vendor shall provide the City with certificates of insurance which shall indicate maximum loss coverage. Vendor shall have or obtain as part of said insurance coverage a clause which requires the insurance carrier to notify the City of any changes in insurance coverage or of cancellation of coverage thirty (30) days prior to such change or cancellation.
4. For any loss occurring while any shipment is within the custody or control of the vendor, the City agrees to assume the liability to pay for all costs associated with the identification of checks. Vendor agrees to assume entire liability for any loss of securities, currency, coin and check in any shipment up to the amount of One Million Dollars (\$1,000,000.00), while such are within the custody or control of the vendor, to include any check reconstruction costs, and/or the face value (up to \$500,000.00) of any checks not identified or replaced/recollcted. Reconstruction means the identification of the checks only to the extent of determining the face amount of said checks and the identity of the maker and endorser of each.
5. Vendor shall provide bonding on each armored car assignee of said vendor in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) per such employee and vendor shall provide City with certification of such coverage. No employee shall act as driver or guard unless he/she is under such bond.
6. Successful vendor shall carry 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 \$300,000.00 for each occurrence that shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft. Bidder shall also carry automobile liability insurance 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. Bidder shall carry Workman's Compensation coverage in an amount adequate to comply with the statutory requirements. Such policies shall name the City of Birmingham as an additional insured, shall include the bid number on the certificate of insurance and shall contain an endorsement providing that the City will be given not less than thirty (30) days notice in writing prior to cancellation or change of coverage provided by said policies. Policies that state the company will endeavor to provide 30 days notice prior to cancellation or change of coverage, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives are not acceptable. Certificate of insurance must be presented with contract for execution by the City or within ten (10) days of notice of award absent a formal contract requirement. Insurance shall be through companies authorized to do business in the State of Alabama with a B+ rating or better according to the most current edition of Best's Insurance Reports. Bidder is to provide written documentation of company's rating with the bid. The City's bid number (15-47) must appear on any/all copies of the certificate(s) of insurance.

7. Successful vendor 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 Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.
8. Safety. The successful vendor ("Vendor") warrants that it has inspected or will inspect the work sites before performing the services and work contemplated hereunder ("services"). Vendor 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 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 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 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.
9. The City desires deposits to be made on the same day the deposit is picked up. In the unlikely event a deposit is not delivered to the bank on the same day the deposit is picked up, the City will require the deposit be locked up in a secure location mutually acceptable to both the City and the delivery service and the deposit must be made no later than 24 hours from pickup. In the event deposit isn't made within 24 hours, the vendor must pay a penalty equal to the average daily interest rate for the amount of the deposit.
10. Any questions concerning these specifications should be addressed to Artelia Macon; Purchasing Division, (205) 254-2265, Monday through Friday, between the hours of 9:00 a.m. and 4:00 p.m.
11. Bid prices are to be firm for each of the three years bid. No increase in the bid price will be allowed.

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.

12. Vendor will be an independent contractor of the City. The award of business to vendor will not create any partnership, joint venture or principal-agent relationship between the City and Vendor. Further, the City retains no control or authority with respect to its means and methods in which the Vendor (or any of its employees or representatives) will perform its obligations.

