



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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J. THOMAS BARNETT, JR.
FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

April 9, 2015

INVITATION TO BID #15-31

Sealed bids for Scag Mower Repair Parts for the City of Birmingham for a period of one (1) year with month to month extensions thereafter upon mutual consent of both parties, will be received by the Purchasing Agent, P-100 First Floor City Hall, Birmingham, Alabama until 2:00 p.m., May 14, 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 the 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No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.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 in part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked, "**Scag Mower Repair Parts - 2:00 P.M., 05/14/15.**" 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 1ST FLOOR CITY HALL).** However, bids sent by any express carrier (i.e. Federal Express, UPS, Airborne, etc.) must be shipped to 710 North 20th Street, 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., May 14, 2015. Bids received after this time will not be considered.


W. E. Caffee, Assistant Purchasing Agent

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Attachment
BN 4/17/15

SPECIFICATIONS FOR REPAIR PARTS FOR SCAG MOWERS

GENERAL:

The City of Birmingham is seeking bids for an annual contract for the supply of parts for its Scag brand of commercial mowers. This contract will consist of any and all repair parts the City may require during the life of the contract. **Group One (1)** will consist of any and all Original Equipment Manufacturer (OEM) brand repair parts for various Scag mowers. **Group Two (2)** will consist of aftermarket brand repair parts currently available for Scag brand mowers. Bidders may bid Group One (1) or Group Two (2) or both groups. The City intends to award to the lowest priced responsible, responsive bidder on a group basis.

The proposed contract shall extend for a minimum time frame of one (1) year, with month-to-month extensions thereafter, at the prices originally bid, upon mutual agreement of both parties. This extension phase is not to exceed twenty-four (24) months. Prior to the end of the initial contract year or during any extension phase of this contract, the successful bidder shall give the City an advanced thirty (30) days written notice if they wish to terminate the contract.

During the extension phase of the contract should any product bid have a manufacturer's price increase which applies across the board to all sales of the product (ex: new price list published), the City shall allow the bidder to increase the bid price by the exact dollar amount of the manufacturer's price increase. Bidder must provide to the City printed documentation from the manufacturer of any such price increase at least thirty (30) days prior to implementing any increase in price. No increase in price shall be allowed during the first twelve (12) months of the contract. Should any product herein experience a manufacturer's price reduction during the contracted period, the City is to immediately receive the benefit of such reduction.

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, insurance for rental/lease equipment, copier tax 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.

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.

Any questions concerning these specifications should be addressed to Charles Lindsey, Purchasing Division, phone (205) 254-2269. FAX: (205) 254-2484, between the hours of 8:00 a.m. & 3:00 p.m. CST Monday through Friday.

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 terminate the contract, in whole or part, and seek new bids at any time the City determines that the supplier or the product being supplied is 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 bidder.

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.

Bids may be solicited for products included in this contract, such as where immediate/emergency need exists, including large quantities. The decision of the Purchasing Agent as to what constitute a biddable situation shall be final and shall not be construed as a breach of contract.

Contract award to purchase the material 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.**

All bids submitted are to be F.O.B. Birmingham, AL, delivered, Department of Equipment Management, 515 6th Ave South.

Bidder (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the services contemplated hereunder. Failure by the bidder to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

Bidder acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.

Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from the successful bidder.

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 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.

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

Successful 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.

DETAILED SPECIFICATIONS:

The **Group One (1)** section of the bid is for original equipment manufacturer (OEM) Scag brand parts only. Do not substitute any portion of this section with aftermarket parts. The **Group Two (2)** section is for available aftermarket Scag replacement parts. All aftermarket parts offered are to be of high quality and completely compatible with use on Scag mowers. All aftermarket replacement parts offered should be a direct cross from the OEM part numbers.

Only established authorized Scag dealers located within Jefferson County or any county located contiguous to Jefferson County, stocking an adequate quantity of the high volume replacement parts will be considered eligible for award on **Group One (1)** OEM parts. Only authorized dealers of the aftermarket parts manufacturers offered for consideration will be eligible for award on the **Group Two (2)** replacement parts. Dealer location requirement is the same as for the Group One (1) items.

The City, at its sole discretion, will determine whether to use OEM or aftermarket replacement parts in the repair of any mower. The City will state its preference with each order placed.

Bidders are to include with the submitted bid a copy of each quoted manufacturer's standard warranty provisions for the repair parts. The warranty(s) will be a consideration of award and become a part of the contract.

The quantities on the bid form are estimated annual usages for evaluation purposes only. Merchandise shall be ordered as requirements dictate. The City does not guarantee any specific quantity or dollar value of goods and/or services to be purchased during the life of the contract. The City shall be allowed to order at any time, in any quantity during the life of this contract.

The City reserves the right to inspect any bidder's equipment, inventories, personnel, location(s), etc. before an award is made, to verify that the bidder has the ability to properly service the City's requirements.

The successful bidder must provide, at least 90% of the time, all parts ordered within five (5) working days (except for factory back orders) after receipt of order. Failure to consistently meet the required delivery time may constitute grounds for termination of this contract and the declaration of the bidder as a "Non-responsible vendor" which may result in the rejection of future bids submitted by the bidder.

GROUP ONE (1) OEM SCAG PARTS PRICING STRUCTURE:

Each bidder, when quoting, shall furnish complete OEM parts price sheets from Scag. This price list must show the current prices and the effective date. The price list submitted with the vendor's bid shall be the price list used through out the initial contract period. No updated or more current price list may be substituted at any time during the initial term of this contract. During the extension phase of the contract the successful bidder may substitute a more current manufacturer's price list with a thirty (30) day written notice to the City. Manufacturer's documentation of the new price list must also be included with the written notice of intent to substitute price sheets (see Paragraph 3 in General Section).

The bid is structured in the following manner. A number of the most frequently used parts are listed on the bid form with an estimated annual usage for each. The bidder is to bid a firm price for each item and the price is to be firm for the initial contract period. Bidder is to extend and total the amount for each item.

For any and all other Scag repair parts listed in the manufacturer's price sheets provided by the bidder, the bidder is to state a percentage rate of discount that will apply to the purchase of those items. This quoted percentage rate of discount shall remain firm for the entire life of the contract.

In lieu of listing numerous randomly used parts and having the bidder price each at the stated rate of discount, the City estimates the purchase of approximately \$10,000.00 worth of randomly used parts. Bidder is to apply the stated rate of discount to that amount (\$10,000.00) and list the calculated amount as the extended amount for randomly used parts as shown on the bid form. (Example: 40% discount from price list for the \$10,000.00 amount equals \$6,000.00 for randomly used parts line item). All extended total amounts will be added together to determine the grand total of the bid.

GROUP TWO (2) AFTERMARKET SCAG REPLACEMENT PARTS PRICING STRUCTURE:

Each bidder, when quoting, shall furnish a complete manufacturer's catalog and a complete price sheet of all the currently available aftermarket replacement parts for Scag mowers. This price list must show the current prices and the effective date. The price list submitted with the bidder's bid shall be the price list used through out the initial contract period. No updated or more current price list may be substituted at any time during the initial term of this contract. During the extension phase of the contract the successful bidder may substitute a more current manufacturer's price list with a thirty (30) day written notice to the City. Manufacturer's documentation of the new price list must also be included with the written notice of intent to substitute price sheets (see Paragraph 3 in General Section).

The Group Two (2) bid is structured in the same manner as the Group One (1) bid previously detailed. A number of the most frequently used parts are listed on the bid form with an estimated annual usage for each. The bidder is to bid a firm price for each item and the price is to be firm for the initial contract period. Bidder is to extend and total the amount for each item.

For any and all other aftermarket Scag replacement parts listed in the manufacturer's catalog-price sheets provided by the bidder, the bidder is to state a percentage rate of discount that will apply to the purchase of those items. This quoted percentage rate of discount shall remain firm for the entire life of the contract.

In lieu of listing numerous randomly used parts and having the bidder price each at the stated rate of discount, the City estimates the purchase of approximately \$5000.00 worth of randomly used parts. Bidder is to apply the stated rate of discount to that amount (\$5,000.00) and list the calculated amount as the extended amount for randomly used parts as shown on the bid form. (Example: 40% discount from price list for the \$5,000.00 amount equals \$3,000.00 for randomly used parts line item). All extended total amounts will be added together to determine the grand total of the bid.

BID FORM

William E. Caffee
 Assistant Purchasing Agent
 Birmingham, Alabama

Submitted below is my firm bid for Scag mower repair parts for the City of Birmingham, in accordance with your invitation to bid and specifications dated April 9, 2015. Prices quoted are f.o.b. Birmingham, AL delivered and I am bidding in exact accordance with the specifications except as listed below.

GROUP 1: OEM SCAG MOWER PARTS

Approx. Annual Quantity	Description	Unit Price	Extended Total
40 ea.	Spindle assembly. Scag # 461663	\$	\$
24 ea.	Clutch, electric. Scag # 461397	\$	\$
4 ea.	Clutch, Scag # 461716	\$	\$
32 ea.	Filter, hydraulic. Scag # 48462-01	\$	\$
12 ea.	Switch, pto. Scag # 483957	\$	\$
8 ea.	Weldment, left. Scag # 451450	\$	\$
8 ea.	Weldment, right. Scag # 451451	\$	\$
2 ea.	Deck, 61" mower. Scag # 461505	\$	\$
2 ea.	Gear box, 61" mower. Scag # 482486	\$	\$
10 ea.	Wheel, center anti-scalp. Scag # 482295	\$	\$
10 ea.	Wheel, side anti-scalp. Scag # 481632	\$	\$
6 ea.	Handle, operating LH. Scag # 45571	\$	\$
6 ea.	Handle, operating RH. Scag # 45572	\$	\$
6 ea.	Yoke, caster. Scag # 45006	\$	\$
6 ea.	Yoke, caster. Scag # 451416	\$	\$
6 ea.	Belt, pump. Scag # 482641	\$	\$
6 ea.	Belt, deck. Scag # 481460	\$	\$
		Percent of Discount to apply to OEM price list supplied	
1 ea	Lot of randomly purchased OEM repair parts valued at \$10,000.00 before discount.	%	\$
GROUP ONE GRAND TOTAL			\$

EXCEPTIONS TO GROUP ONE (1) SPECIFICATIONS:

REMINDER: It is required for any contract exceeding \$10,000.00 that the bidder submit 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, your bid 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.

BID FORM

GROUP TWO (2): AFTERMARKET SCAG MOWER REPAIR PARTS

Approx. Annual Quantity	Description	Unit Price	Extended Total
210 ea.	Blade, 48" mower deck. Fully equal to Scag # 48110.	\$	\$
210 ea.	Blade, 61" mower deck. Fully equal to Scag # 482464.	\$	\$
8 ea.	Switch, ignition. Fully equal to Scag # 48798.	\$	\$
6 ea	Yoke, wheel. Fully equal to Scag # 45006.	\$	\$
6 ea.	Belt, deck. Fully equal to Scag # 481460.	\$	\$
6 ea.	Belt, pump. Fully equal to Scag # 48553.	\$	\$
8 ea.	Bearing & race. Fully equal to Scag # 48668.	\$	\$
6 ea.	Pulley, idler 5". Fully equal to Scag # 48181.	\$	\$
8 ea.	Bearing. Fully equal to Scag # 48224.	\$	\$
25 ea.	Spacer, castor. Fully equal to Scag # 43037-01.	\$	\$
10 ea.	Wheel, anti-scalp. Fully equal to Scag # 481632	\$	\$
24 ea.	Spindle assembly. Fully equal to Scag # 461663	\$	\$
6 ea.	Clutch, electric. Fully equal to Scag # 461397	\$	\$
32 ea.	Filter, hydraulic. Fully equal to Scag # 48462-01	\$	\$
		Percent of Discount to apply to Aftermarket price list supplied	
1 ea	Lot of randomly purchased Aftermarket repair parts valued at \$5,000.00 before discount.	%	\$
GROUP TWO GRAND TOTAL			\$

EXCEPTIONS TO GROUP TWO (2) SPECIFICATIONS:

REMINDER: It is required for any contract exceeding \$10,000.00 that the bidder submit 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, your bid 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.

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.

EXCEPTIONS TO SPECIFICATIONS: (use extra pages if necessary)

Bidder acknowledges receipt of _____ addenda
(addenda numbers)

This page must be returned with bid.

Date of Bid

Name (Print legibly or Type)

Company

Title

Street Address

Signature

City State Zip

Tax ID Number

Post Office Box

E-Mail Address

City State Zip

Telephone Number

Terms of Payment

Fax Number

Delivery Date

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)**