



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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J. THOMAS BARNETT, JR.  
FINANCE DIRECTOR

RON NICKEL  
PURCHASING AGENT

WILLIAM E. CAFFEE  
ASSISTANT PURCHASING AGENT

October 2, 2014

### INVITATION TO BID #14-62

Sealed bids for uniform alterations for the City of Birmingham for a period of one (1) year and month to month thereafter upon mutual agreement of both parties, will be received by the Purchasing Agent, P-100 First Floor City Hall, Birmingham, AL, until 2:00 p.m. November 4, 2014, 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](http://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 a certified check, a cashier's check, or a bid bond payable to the City of Birmingham. In order for any award to be considered that exceeds \$10,000.00, your bid must have been accompanied by an acceptable bid bond or check in the amount of \$500.00. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

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

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

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

Bids must be submitted in a sealed envelope marked, "**SEALED BID – UNIFORM ALTERATIONS -2:00 P.M., 11/04/14.**" 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 any express carrier (i.e., Federal Express, Airborne, UPS, etc.) must be shipped to 710 North 20th Street and specify delivery to Room P-100, First Floor City Hall.

It is the bidder's responsibility to make sure that his bid is in the possession of the Purchasing Agent on or before 2:00 p.m., November 4, 2014. Bids received after this time will not be considered.

  
W. E. Caffee, Assistant Purchasing Agent

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B.N. 10/08/14

## SPECIFICATIONS FOR UNIFORM ALTERATIONS

### GENERAL:

The City of Birmingham is seeking bids for uniform alterations as specified later in this document. The City intends to award to the lowest priced, responsive, responsible bidder based on a total lot basis.

The proposed contract shall extend for a minimum time frame of one (1) year with a month to month extension thereafter, at the prices originally bid, upon mutual agreement of both parties. This extension phase is not to exceed twenty-four (24) months. Prior to the end of the initial contract year or during any extension phase of this contract, the successful bidder shall give the City an advanced thirty (30) days written notice of his intent not to extend the contract on a month to month basis. The life of this contract shall exist with the provision that no price increase in the original bid prices shall be allowed.

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-responsive 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

Successful bidder(s) 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 and seek new bids at any time the City determines that the product being supplied is failing to perform satisfactorily.

**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 not construed as a breach of contract.**

Each bidder is to extend unit 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. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

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

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 bid requiring C.O.D. payments, or partial down payments.

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. & 4:00 p.m. CST, Monday thru Friday.

All bid prices submitted are to be F.O.B. destination, City of Birmingham, Birmingham, Alabama delivered.

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.

The City does not guarantee any specific amount of work for any specified alteration or any aggregate amount for all alterations combined. The quantities listed are estimated annual usage for evaluation purposes only.

Should other alterations currently not shown on the bid form be required during the life of this 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(s) for the remaining life of this contract.

**Delivery will be a factor of consideration in the award of this contract. The successful bidder shall guarantee full delivery of each order within seven (7) working days of receipt of order and garment from the City.**

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.

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.

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, successful 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.

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 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.

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.

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.

**ALTERATIONS:**

In alterations of trousers' hem and waist, successful vendor will be required to take the necessary actions to ensure proper fit of all trousers to the specific individual. The thread used for alterations is to be polyester core cotton – monofilament thread is not acceptable. Thread color is to match and blend with the material being altered. The following is a list of the individual alterations for which pricing is required.

Hem Trousers	Minimum 2" turn up - no cuff
Alter waist	As required based on industry standard methods with detail shown to craftsmanship and appearance of final product.
Sew shoulder patches on shirts	Patches to be provided by the City
Sew badge patches on officer's shirt	Patches to be provided by the City
Supply and sew striping on trouser for Sgt, Lts, Capts.	3/8" wide yellow (gold) material to match striping material currently in use, folded and fused, double stitched, to run from bottom of waistband to the end of the trouser leg, sewn on center of existing stripe of both trouser legs
Supply and sew striping on trouser for DC's & Chief	1" and 1 1/4" wide yellow (gold) material to match striping material currently in use, ELC Industries #7100-96 Fancy Braid, to run from bottom of waistband to the end of the trouser leg, sewn on center of existing stripe of both trouser legs
Supply and sew Sergeant Chevrons on	Gold on Navy, 3" x 4" height, backing style - plastiback backing
Supply and sew badge tabs on shirts	Dacron and cotton finished approximately 1/2" x 1" sewn on shirt approximately 4" from shoulder seam with metal eyelets, fabric to match garment
Supply and sew on embroidered name strips for officer's shirts	Name strips to be Velcro style, pile part to be sewn on shirt to be black background with gold embroidered letters 1" wide x 4" long with 1/2" letters where number of letters in name allow, black marrowed border
Supply and sew on hash marks for years of service	The stripes will be attached to the left sleeve and centered; starting 3" from the cuff edge, in line with the epaulet.
Uniform Dress Coats	Supply and sew (2 ea to 4 ea) 1/2" yellow (gold) striping, ELC Industries #7100-96 Fancy Braid, around wrist area of uniform dress coat sleeves  Remove striping from dress coats  Sew patches to sleeves of dress coats. Patches to be supplied by the City
Remove patch	Remove accreditation patch from left front of officer's shirt
Alter shirts, box cut	Shorten/hem shirt box cut, surged or hemmed.
Alter shirts, contoured	Shorten/hem shirt fitted to follow original contour of tail, surged or hemmed.
Supply and sew hash marks for years of service	Hash marks are on a navy ribbon approximately 1 3/8" wide. When sewn on, the ribbon shall be vertical so that the hash marks are horizontal. The hash marks are approximately 1" wide x 1/4" tall and gold (same as pant striping). The hash marks will be attached to the left sleeve and centered; starting 3" from the cuff edge, in line with the epaulet.

Bids will only be considered from vendors who have a place of business in the corporate city limits of Birmingham where the alterations will actually be performed. Garments to be altered will be delivered to the vendor's place of business with a proper purchase order from the City. Vendor will record and document necessary information for each job including a telephone number by which the individual officer/employee may be contacted once alterations are complete. Alterations are to be completed within seven (7) working days of the receipt of material (work order and garment). Officer/employee will be responsible for the pickup of the altered garments – officer/employee should contact vendor after appropriate time to verify whether job is complete.

If garments are not picked up after 30 days, vendor is to deliver completed garment to Police Distribution, 1710 1<sup>st</sup> Ave North, Birmingham, AL, or appropriate location for other departments. Officer/employee will be required to make arrangements with their department for pickup after that time.

Bidder must be experienced in the area of uniform alterations. Bidder must have a minimum of at least five (5) years continuous experience performing alterations as of the date of the bid opening. Bidder is to provide a written statement with his bid documenting their compliance with the requirement.

**BID FORM**

W.E. Caffee  
 Assistant Purchasing Agent  
 City of Birmingham

Submitted below is my firm bid for uniform alterations for the City of Birmingham for a period of one (1) year with month to month extensions upon mutual consent of both parties thereafter in accordance with your invitation to bid and specifications dated October 2, 2014. Prices quoted are f.o.b. Birmingham, AL, delivered, and I am bidding in accordance with specification except as listed below.

Approx Qty	Description	Per	Unit Price	Extended Total
1500	Hem Trousers	trouser		
150	Alter waist	trouser		
300	Sew badge patches on officer's shirt	patch		
1500	Sew shoulder patches on shirts	patch		
750	Sew shoulder patches on jackets	patch		
50	Sew patches to sleeves of Dress Coats	patch		
700	Supply and sew 3/8" striping on trouser for Sgts, Lts, & Capts	trouser		
100	Supply and sew 1" striping on trouser for Deputy Chiefs	trouser		
10	Supply and sew 1 1/4" striping on trouser for Chief	trouser		
200	Supply and sew Sergeant Chevrons on shirts	chevron		
100	Supply and sew Sergeant Chevrons on jackets	chevron		
1500	Supply and sew badge tabs on shirts	tab		
50	Supply and sew on embroidered Velcro name strips for officer's polo shirts	strip		
300	Supply and sew on embroidered name strips for officer's street gear shirts	strip		
100	Supply and sew on hash marks for years of service	each		
30	Supply and sew (2 ea) 1/2" striping to Uniform Dress Coat Sleeves for Capt's	coat		
20	Supply and sew (3 ea) 1/2" striping to Uniform Dress Coat Sleeves for DC's	coat		
5	Supply and sew (4 ea) 1/2" striping to Uniform Dress Coat Sleeves for Chief	coat		
50	Remove striping from Dress Coats	stripe		
300	Remove patch	patch		
50	Alter shirts, box cut	shirt		
50	Alter shirts, contoured	shirt		
200	Supply and sew hash marks	hash mark		
<b>GRAND TOTAL</b>				<b>\$</b>

**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:**

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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)**