



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 13, 2014

J. THOMAS BARNETT, JR.
FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

INVITATION TO BID #14-75

Sealed bids to provide and install rebuilt Allison automatic transmissions for one (1) year and month to month thereafter upon mutual agreement of both parties for the City of Birmingham will be received by the Purchasing Agent, P-100 1st Floor City Hall, Birmingham, Alabama, until 2:00 p.m., November 13, 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 (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 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 check shall be forfeited.

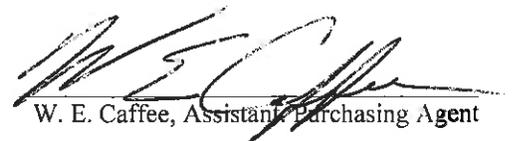
The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy 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 "**SEALED BID – REBUILT ALLISON AUTOMATIC TRANSMISSION – 2:00 P.M. – 11/13/14**". Bids may be hand delivered to Room P-100 1st Floor City Hall, Birmingham, Alabama, or mailed to City of Birmingham, P. O. Box 11295, Birmingham, Alabama 35202-1295. (**DO NOT MAIL BID TO ROOM P-100 1ST FLOOR CITY HALL**). However bids sent by any express carrier (Federal Express, UPS, Airborne, etc.) must be shipped to 710 North 20th Street, Birmingham, AL 35203, and specify delivery to Room P-100 1st Floor City Hall.

It is the bidder's responsibility to make sure that his bid is in the possession of the Purchasing Agent on or before 2:00 p.m., November 13, 2014. Bids received after this time will not be considered.


W. E. Caffee, Assistant Purchasing Agent

BN 10/17/14

SPECIFICATIONS FOR THE SUPPLY OF REBUILT ALLISON AUTOMATIC TRANSMISSIONS FOR THE CITY OF BIRMINGHAM

GENERAL:

The City of Birmingham is seeking bids for rebuilt transmissions for its fleet of trucks and vans. The basis of the bid shall consist primarily of the supply of rebuilt transmissions, labor (removal and installation), and required flushing of the system of any and all rebuilt Allison transmissions as listed within these specifications which the City may require during the life of this contract. The bid consists of two groups. **Group 1** is comprised of Allison transmissions listed in the specifications except the 4000 series 4500RDF and HD4560P. **Group 2** consists of the 4500RDF, HD4560P and 4000 series transmissions. The City intends to award to the lowest priced, responsive, responsible bidder on a total lot basis per group.

The proposed contract shall extend for a minimum time frame of one (1) year, with month to month extensions thereafter, 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(s) shall give the City an advanced thirty (30) days written notice if they wish to terminate the contract. 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.

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.

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 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.

Bids may be solicited for any product included in this contract where an immediate and/or 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 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.

All bid prices submitted are to be F.O.B., delivered.

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 Purchasing Division; Philip Hyche at 254-6510, between the hours of 7:30 a.m. and 3:00 p.m., Monday through Friday.

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 fee, set up fee, 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.

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 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.

The quantities on the bid form are **estimated annual quantities only**. Transmissions 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 reserves the right to inspect any bidder's equipment, inventories, personnel, location(s), etc., before an award is made, to verify the bidder vendor has the ability to properly service the City's requirements.

The City will only consider those transmissions rebuilt by an approved Allison repair center and/or firms whose prime business is the re-manufacturing of Allison automatic transmissions and have a well established history and reputation in the market place.

Note: Bids will be accepted only from vendors located within the corporate city limits of Birmingham or Jefferson County. See Alternate Bid detail for exceptions.

City will deliver vehicle(s) to vendor's place of business for service and pick up once service is approved.

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 item(s) or product line(s) being supplied is/are failing to perform satisfactorily; defined as at any point in time the failure rate of any transmission series bid exceeds twenty percent (20%) of total purchases of that series.

DETAILED SPECIFICATIONS:

Supply: This section is for the supply of the transmissions, transmissions shall be ordered as individual exchange units as needed. The transmission model numbers shall consist of Allison AT545, MT643, MT653, MT654, Series 2000, MD3060, MD3560, 4500RDF, HD4560P and all other 4000 series transmissions. If the bidder is not able to provide a single unit price for each remaining models in the 4000 series, list each model separately with appropriate unit pricing at the bottom of the bid form page.

The City will accept only firm bids for exchange units only and no additional charges for defective or concealed damage to core parts shall be allowed. As a rule, all exchange cores are in a condition compatible to rebuilding, however, the City shall not be responsible for any concealed damages. If the old core has visible damage, the City will take new bids for the transmission as an individual unit, and the prices as bid under this contract shall not be binding upon the successful bidder for these units.

The City will only consider those transmissions rebuilt by an approved Allison repair center and OEM Allison repair parts, whose prime business is the remanufacturing of Allison automatic transmissions and have a well established history and reputation in the marketplace. Bidder is to provide documentation with the bid that bidder/vendor is an approved/certified Allison rebuilder and service center.

As each transmission is ordered, the vendor will be supplied with all pertinent data concerning model, serial number, part numbers, application, engine type, etc. The exchange transmissions, as a rule, must be available in a time frame not greater than five (5) working days. Transmissions that require rebuilding of the existing core ("R&R" transmissions) as a rule must be returned to the City ready for installation within ten (10) working days from the pickup date. Consistent failure to meet delivery times will constitute ground for termination of the contract and declaration to of the vendor as 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.

All transmissions must be supplied with ring gear assembly for power take-off units.

All transmissions referenced in this document in a **non-refuse** application shall be warranted for a period of not less than **twenty four (24) months after the date of installation**, except for the MT 654, which shall be warranted for a period of not less than **twelve (12) months after the date of installation**. All transmissions in a refuse application shall be warranted for a period of not less than **twelve (12) months after the date of installation**. The City's records will prevail as to the actual date of installation of each unit. This warranty shall cover all malfunctions resulting from defects in materials and/or workmanship. All parts and labor required to repair any transmission unit will be covered under this warranty for the full warranty period. No pro-rating of this warranty will be allowed. This warranty will not extend to failures caused due to the malfunctioning electronic control system (Electronic Control Modules) on the Allison MD series transmissions. Any bid that states a warranty period of less than twenty four (24) or twelve (12) months, respectively, will not be eligible for consideration of award.

Removal and installation: This section of the bid is for the cost of labor for the removal and installation of the transmission models listed in the supply section.

Flushing transmission system: This section is for the cost of labor and material for the required flushing of the transmission system which will consist of taking oil samples, changing all transmission line filters, draining and replenishing transmission fluid with approved Allison transmission fluid, cleaning the valve body, flushing the transmission fluid lines, cooler lines, changing external filters and testing the transmission for proper operation.

Alternate Bid

Same as defined above except bidder may be an approved Allison transmission rebuilder/remanufacturer located outside of the Birmingham/Jefferson County area who has partnered with an approved Allison repair center located in the City of Birmingham or Jefferson County to remove, flush and install Allison transmissions. Bidder must be responsible for and stand behind and honor all required warranties. Or, bidder may be an approved repair center to remove, flush and install Allison transmissions located in the City of Birmingham who has partnered with an approved Allison transmission rebuilder/remanufacturer to provide the rebuilt/remanufactured transmissions. Bidder must stand behind and honor all required warranties. Bidder must identify any partnership as described above and provide adequate documentation that both parties are approved (certified) by Allison to rebuild large truck and equipment transmissions and or approved (certified) service center.

BID FORM

W. E. Caffee
 Assistant Purchasing Agent
 Birmingham, Alabama

Submitted below is my firm bid for the annual contract for the supply of rebuilt Allison Automatic Transmissions for a period of one (1) year and month to month thereafter, in accordance with your invitation to bid and specifications dated October 13, 2014. Prices quoted are f.o.b. Municipal Garage, 515 6th Avenue South, Birmingham, Alabama 35205. I am bidding in exact accordance with the specifications except as listed below.

SUPPLY:

Group 1				
Approx. Quantity	UOM	Description	Price Each	Extended Total
12	ea	Factory authorized rebuilt Allison transmission Model AT 545	\$	\$
12	ea	Factory authorized rebuilt Allison transmission Model MT 643	\$	\$
10	ea	Factory authorized rebuilt Allison transmission Model MT 653	\$	\$
4	ea	Factory authorized rebuilt Allison transmission Model MT 654	\$	\$
2	ea	Factory authorized rebuilt Allison transmission Model Series 2000	\$	\$
4	ea	Factory authorized rebuilt Allison transmission Model MD 3060	\$	\$
2	ea	Factory authorized rebuilt Allison transmission Model MD 3560	\$	\$
Group 1 Supply Total				\$
Group 2				
4	ea	Factory authorized rebuilt Allison transmission Model 4500RDF	\$	\$
4	ea	Factory authorized rebuilt Allison transmission Model HD4560P	\$	\$
4	ea	Factory authorized rebuilt Allison transmission Model 4000 Series	\$	\$
Group 2 Supply Total				\$

EXCEPTIONS TO SPECIFICATIONS: (use extra pages if necessary)

REMOVAL AND INSTALLATION:

Group 1				
Approx. Quantity	UOM	Description	Price Each	Extended Total
12	ea	Factory authorized rebuilt Allison transmission Model AT 545	\$	\$
12	ea	Factory authorized rebuilt Allison transmission Model MT 643	\$	\$
10	ea	Factory authorized rebuilt Allison transmission Model MT 653	\$	\$
4	ea	Factory authorized rebuilt Allison transmission Model MT 654	\$	\$
2	ea	Factory authorized rebuilt Allison transmission Model Series 2000	\$	\$
4	ea	Factory authorized rebuilt Allison transmission Model MD 3060	\$	\$
2	ea	Factory authorized rebuilt Allison transmission Model MD 3560	\$	\$
Group 1 Removal and Installation Total				\$
Group 2				
4	ea	Factory authorized rebuilt Allison transmission Model 4500RDF	\$	\$
4	ea	Factory authorized rebuilt Allison transmission Model HD4560P	\$	\$
4	ea	Factory authorized rebuilt Allison transmission Model 4000 Series	\$	\$
Group 2 Removal and Installation Total				\$

EXCEPTIONS TO SPECIFICATIONS: (use extra pages if necessary)

FLUSHING TRANSMISSION SYSTEM:

Group 1				
Approx. Quantity	UOM	Description	Price Each	Extended Total
12	ea	Labor and Material cost for flushing Allison transmission Model AT 545 (see flushing specifications)	\$	\$
12	ea	Labor and Material cost for flushing Allison transmission Model MT 643 (see flushing specifications)	\$	\$
10	ea	Labor and Material cost for flushing Allison transmission Model MT 653 (see flushing specifications)	\$	\$
4	ea	Labor and Material cost for flushing Allison transmission Model MT 654 (see flushing specifications)	\$	\$
2	ea	Labor and Material cost for flushing Allison transmission Model Series 2000 (see flushing specifications)	\$	\$
4	ea	Labor and Material cost for flushing Allison transmission Model MD 3060 (see flushing specifications)	\$	\$
2	ea	Labor and Material cost for flushing Allison transmission Model MD 3560 (see flushing specifications)	\$	\$
Group 1 Flushing Total				
Group 2				
4	ea	Labor and Material cost for flushing Allison transmission Model 4500RDF (see flushing specifications)		
4	ea	Labor and Material cost for flushing Allison transmission Model HD4560P (see flushing specifications)		
4	ea	Labor and Material cost for flushing Allison transmission Model 4000 Series (see flushing specifications)		
Group 2 Flushing Total				\$

EXCEPTIONS TO SPECIFICATIONS: (use extra pages if necessary)

Bid Summary

Group 1 Supply Total	\$ _____	Group 2 Supply Total	\$ _____
Group 1 Removal/Installation Total	\$ _____	Group 2 Removal/Installation Total	\$ _____
Group 1 Flushing Total	\$ _____	Group 2 Flushing Total	\$ _____
Group 1 Grand Total	\$ _____	Group 2 Grand Total	\$ _____

Alternate Bid

SUPPLY:

Group 1				
Approx. Quantity	UOM	Description	Price Each	Extended Total
12	ea	Factory authorized rebuilt Allison transmission Model AT 545	\$	\$
12	ea	Factory authorized rebuilt Allison transmission Model MT 643	\$	\$
10	ea	Factory authorized rebuilt Allison transmission Model MT 653	\$	\$
4	ea	Factory authorized rebuilt Allison transmission Model MT 654	\$	\$
2	ea	Factory authorized rebuilt Allison transmission Model Series 2000	\$	\$
4	ea	Factory authorized rebuilt Allison transmission Model MD 3060	\$	\$
2	ea	Factory authorized rebuilt Allison transmission Model MD 3560	\$	\$
Group 1 Supply Total				\$
Group 2				
4		Factory authorized rebuilt Allison transmission Model 4500RDF	\$	\$
4		Factory authorized rebuilt Allison transmission Model HD4560P	\$	\$
4		Factory authorized rebuilt Allison transmission Model 4000 Series	\$	\$
Group 2 Supply Total				\$

EXCEPTIONS TO SPECIFICATIONS: (use extra pages if necessary)

Alternate Bid

REMOVAL AND INSTALLATION:

Group 1				
Approx. Quantity	UOM	Description	Price Each	Extended Total
12	ea	Factory authorized rebuilt Allison transmission Model AT 545	\$	\$
12	ea	Factory authorized rebuilt Allison transmission Model MT 643	\$	\$
10	ea	Factory authorized rebuilt Allison transmission Model MT 653	\$	\$
4	ea	Factory authorized rebuilt Allison transmission Model MT 654	\$	\$
2	ea	Factory authorized rebuilt Allison transmission Model Series 2000	\$	\$
4	ea	Factory authorized rebuilt Allison transmission Model MD 3060	\$	\$
2	ea	Factory authorized rebuilt Allison transmission Model MD 3560	\$	\$
Group 1 Removal and Installation Total				
Group 2				
4		Factory authorized rebuilt Allison transmission Model 4500RDF	\$	\$
4		Factory authorized rebuilt Allison transmission Model HD4560P	\$	\$
4		Factory authorized rebuilt Allison transmission Model 4000 Series	\$	\$
Group 2 Removal and Installation Total				\$

EXCEPTIONS TO SPECIFICATIONS: (use extra pages if necessary)

Alternate Bid

FLUSHING TRANSMISSION SYSTEM:

Group 1				
Approx. Quantity	UOM	Description	Price Each	Extended Total
12	ea	Labor and Material cost for flushing Allison transmission Model AT 545 (see flushing specifications)	\$	\$
12	ea	Labor and Material cost for flushing Allison transmission Model MT 643 (see flushing specifications)	\$	\$
10	ea	Labor and Material cost for flushing Allison transmission Model MT 653 (see flushing specifications)	\$	\$
4	ea	Labor and Material cost for flushing Allison transmission Model MT 654 (see flushing specifications)	\$	\$
2	ea	Labor and Material cost for flushing Allison transmission Model Series 2000 (see flushing specifications)	\$	\$
4	ea	Labor and Material cost for flushing Allison transmission Model MD 3060 (see flushing specifications)	\$	\$
2	ea	Labor and Material cost for flushing Allison transmission Model MD 3560 (see flushing specifications)	\$	\$
Group 1 Flushing Total				\$
Group 2				
4		Labor and Material cost for flushing Allison transmission Model 4500RDF (see flushing specifications)	\$	\$
4		Labor and Material cost for flushing Allison transmission Model HD4560P (see flushing specifications)	\$	\$
4		Labor and Material cost for flushing Allison transmission Model 4000 Series (see flushing specifications)	\$	\$
Group 2 Flushing Total				\$

EXCEPTIONS TO SPECIFICATIONS: (use extra pages if necessary)

Alternate Bid Summary

Group 1 Supply Total	\$ _____	Group 2 Supply Total	\$ _____
Group 1 Removal/Installation Total	\$ _____	Group 2 Removal/Installation Total	\$ _____
Group 1 Flushing Total	\$ _____	Group 2 Flushing Total	\$ _____
Group 1 Grand Total	\$ _____	Group 2 Grand Total	\$ _____

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)**