CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

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

TELEPHONE (205) 254-2265
FAX (205) 254-2484

WILLIAM A. BELL, SR.
MAYOR

J. THOMAS BARNETT, JR.
FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

May 23, 2016

INVITATION TO BID #16-32

Sealed bids for leasing of approximately one (1) automobile for the City of Birmingham will be received by the Purchasing Agent; P-100 First Floor City Hall, Birmingham, Alabama until 2:00 p.m., June 23, 2016, 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.

A certified check, cashier's check or acceptable bid bond, in the name of the bidder and made payable to the City of Birmingham in the amount of $500.00 must accompany the bid. 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No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.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, **SEALED BID – LEASE AUTOMOBILE, 2:00 P.M., 06/23/16."** 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., June 23, 2016. Bids received after this time will not be considered.

W. E. Caffee, Assistant Purchasing Agent

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Attachments
B.N. 06/01/16

SPECIFICATIONS FOR LEASE OF NEW FULL SIZE VEHICLE

All items of cost are to be included in the lease price bid. Municipalities are not liable for sales tax: reference Code of Alabama Section 40-23-4. Costs normally considered as pass through costs (property tax, use tax, delivery charge, etc.) to the customer by the vendor must be included in the bid price in accordance with Section 40-12-222 Code of Alabama. Absolutely NO additional costs will be allowed or paid during the term of the contract.

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 under any conditions to an unsuccessful bidder who was rejected because they were not a responsive/responsible bidder.

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.

The City's standard payment terms are net 30 days from acceptance. Exception may be allowed for discounted early payment, such as 2% 10 net 30 days. The City will not consider any bids requiring C.O.D. payments.

Bids are to be submitted on the bid form provided, and all quotations are to be f.o.b. Birmingham, Alabama delivered.

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.

An acceptable non-appropriation of funds clause must be include in any contract where the term of the contract overlaps the City's fiscal year (July 1 thru June 30) or would extend for a term greater than one year.

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 rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

Any questions concerning these specifications should be addressed to the Purchasing Division, Charles Lindsey phone: (205) 254-2265, fax: (205) 254-2484, between the hours of 8:00 a.m. and 3:00 p.m. Monday through Friday.

DELIVERY: **Full size vehicle is to replace one (1) unit whose lease has expired.**

The City reserves the right to lease automobiles at a later date at the bid price if mutually agreeable to the City and the successful bidder. Award will be based on the lowest priced responsive, responsible bid submitted per line item.

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.

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 7 working days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked.

Any successful bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

Successful Vendor (located in the State of Alabama or located outside of the State of Alabama, but employs one or more employees within the State of Alabama) represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien", as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H.B.56) of the Alabama Legislature, as amended from time to time (the "Act") and that, during the performance of this contract, Vendor shall participate in the E-Verify program as required under the term of the Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award.

SPECIFICATIONS FOR LEASE OF NEW FULL SIZE VEHICLE (continued)

All participating bidders shall mark conspicuously – compliance or non-compliance with an "X" in the appropriate column beside each specified item. Those items marked in the "NO" column must be explained in detail on the provided "Exceptions to Specifications" pages. Pages containing this information are to be returned to the City of Birmingham along with the completed bid form.

FULL SIZE SUV		**BIDDER COMPLIES**	
General:		**YES**	**NO**
COLOR:	From Stock vendor color		
BODY:	Four door SUV with 3rd row seating		
	Tinted windows		
	Cloth seats		
	Rubber mats front & rear		
	Heater & air conditioner		
	Right and left outside mirrors, left remote		
	Intermittent windshield wipers		
	Supplemental inflatable restraint (driver & passenger)		
	Electric door locks – to be at driver/passenger positions		
	Electronic windows		
	Rear window defogger		
	Cruise control		
	Radio – AM/FM CD		
STEERING:	Power		
BRAKES:	Brakes, 4-wheel antilock, 4-wheel disc, VAC power		
TRANSMISSION:	Transmission, 6-speed automatic, electronically controlled		
WHEEL BASE:	116"		
WHEELS/TIRES:	Belted radials; 18" all-season, blackwall tires		
ENGINE:	5.3L EcoTec3 V8 engine		
	Standard cooling system		
	Inline Fuel filter		
	Coolant recovery tank		
	Standard battery (720 cold-cranking amps with 80 amp hour rating) and alternator, 150 amps		
SUSPENSION:	Suspension, front coil-over-shock; rear multi-link		
PROTECTIVE ITEMS:	Front & rear bumper guards		
	Side protective strips		
ANNUAL MILEAGE:	Approximately 30,000 Miles		
INSURANCE	Lessor will provide all insurance (Liability: personal injury; $500,000 ea occurrence, property damage $500,000 ea occurrence; $500.00 deductible Collision and $250.00 deductible Comprehensive). City's bid number (#16-32) must appear on any/all copies of certificate(s) of insurance. All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance reports. Bidder is to provide written documentation of the company's rating with their bid.		
MAINTENANCE & REPAIR	Lessor will provide **all** maintenance and repairs as may be **necessary**. Any time the vehicle will be out of service (not available for use by the City) for a term greater than 24 consecutive hours for maintenance or repairs, lessor shall provide the City a loaner vehicle for use until the maintenance or repairs are completed on the lease vehicle and vehicle is ready for pickup by the City. The City will furnish only gas and oil used between oil changes during the lease period.		

SPECIFICATIONS FOR LEASE OF NEW FULL SIZE VEHICLE (continued)

FULL SIZE SUV		BIDDER COMPLIES	
General:		**YES**	**NO**
DRIVER'S INSURANCE CARD	**Vendor must provide Alabama Insurance Identification Card.**		
TAG	Lessor will provide vehicle license tag or renewal stickers to be mailed to Community Development, 10th Floor City Hall, 710 North 20th Street, Birmingham, AL 35203.		
PERIOD OF LEASE:	36 months closed end		
NOTE: Lease must have a "Funding Out" clause as noted on Page Two (2), Paragraph Seven (7)			

BID FORM

William E. Caffee
Assistant Purchasing Agent
Birmingham, Alabama

Submitted below is my firm bid for the lease of one (1) automobile, in accordance with your invitation to bid and specifications dated May 23, 2016. Prices quoted are f.o.b. delivered and I am bidding in accordance with specifications except as listed below.

APPROX. QUANTITY	DESCRIPTION	MAKE / MODEL	LEASE PRICE PER MONTH
1	Full Size Vehicle (SUV), Approximately 30,000 Annual Mileage, 36 month closed end lease as per specifications		
			X 36 months
		Total	
Excess Mileage Rate $_____/mile			

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)** _____

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