



WILLIAM A. BELL, SR.
MAYOR

CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

P-100 CITY HALL
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BIRMINGHAM, ALABAMA 35203-2227

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RON NICKEL
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October 31, 2016

INVITATION TO BID #16-62

Sealed bids for horse feed/supplies for a period of one (1) year, with month to month extensions thereafter, upon mutual agreement of both parties, 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., November 22, 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. Bidders are 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 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, your bid must have been 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.

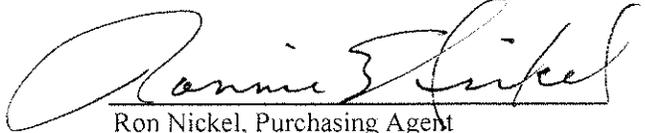
The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion, or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy 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 – HORSE FEED/SUPPLIES -2:00 P.M., 11/22/16.**" 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 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 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 22, 2016. Bids received after this time will not be considered.


Ron Nickel, Purchasing Agent

dn
B.N. 11/04/16

**SPECIFICATIONS FOR HORSE FEED/SUPPLIES
FOR THE CITY OF BIRMINGHAM**

GENERAL:

The City of Birmingham is seeking bids for horse feed/supplies for the City of Birmingham Mounted Horse Patrol Unit-Tactical Operations Unit, 409 6th Avenue South, Birmingham, Al. 35205. The City intends to award to the lowest priced responsive, responsible bidder(s) on an individual line item basis. 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. Municipalities are not liable for sales tax: reference Code of Alabama Section 40-23-4. Cost 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).

The proposed contract shall extend for a minimum time frame of twelve (12) months, 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 term or during any extension phase of this contract, the successful bidders(s) 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 products, 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 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.

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).

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

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

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.

The City will issue purchase order(s) to the successful bidder(s) for the goods and /or services (bid items) that are the subject of the bid. Unless otherwise agreed in 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.

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 bidder.

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 service, item(s) and/or product line(s) being supplied is failing to perform satisfactorily.

The contract(s) shall become effective from the date noted in the Notice of Award letter(s), which will be mailed to the successful vendor(s).

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.

Any bid that imposes a service fee or any other type fee on any order not exceeding a minimum order quantity or minimum purchase order 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/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 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.

Should other items currently not shown on the bid form, be required during the life of the 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.

The City may require samples of any product before an award is made. Any sample(s) requested must be made available to the City within seventy-two (72) hours of request or as otherwise stated in the bid specification. Failure to provide the sample(s) within this time frame may result in the rejection of the product(s) from award consideration.

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 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.**

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 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.

All bid prices submitted are to be F.O.B. City of Birmingham, Mounted Patrol Unit –Tactical Operations Unit, 409 6th Avenue South, Birmingham, Al 35205.

DETAILED PERFORMANCE REQUIREMENTS:

Definition: This is a City of Birmingham supply contract and as such, certain other terms, conditions and/or requirements will exist in addition to the aforementioned terms, conditions and requirements. Bidders are advised to pay close attention to these requirements and instructions when bidding all items.

Intent: The City of Birmingham intends to utilize this contract to minimize its on-hand inventory investments, maximize available storage resources and establish rapid and reliable inventory replenishment sources. Only vendors with adequate on-hand inventory to meet the City’s requirements will be considered eligible for awards. Vendors who do not have, or cannot have adequate inventory on-hand and ready for immediate delivery to the City should not submit bids for this contract.

Freight Charges: All prices quoted for items within this contract are to be F.O.B. delivered, City of Birmingham, Mounted Patrol Unit- Tactical Operations Unit, 409 6th Avenue South, Birmingham, Alabama, 35205.

Merchantability: For the purpose here, merchantability is defined as being fit for the ordinary purpose for which such goods are intended. All items shipped under this contract are to be new and of first line quality and condition. All items received by the Mounted Patrol Unit-Tactical Operations Unit under this contract shall be free of damages and be packed in their original packages.

Special Shipping Requirements: Some items within this Invitation to Bid may have special shipping instructions indicated within the item’s specifications on the Bid Form. Bidders should pay close attention to any such instructions, as failure to comply could result in the rejection of the goods at the time of receipt.

Receiving Hours:

The **Mounted Patrol Unit – Tactical Operations Unit** receiving hours are: 7:30 a.m. - 3:30 p.m. Monday through Friday. This information is noted on all purchase orders issued by the city.

Purchase Orders: A purchase order number is required for any and all orders. Shipments made without a purchase order number are at the vendor’s risk. The City will issue purchase orders to vendors, as items are required. However, at its option the City may choose to issue “Timed Release Purchase Orders” for any item(s) it so chooses. Such purchase orders will require the supply of a fixed quantity of a given item(s) over a given period of time. The purchase orders either will state a series of fixed receiving dates or will give a “release upon demand” instruction. The responsibility of maintaining adequate on-hand inventory to meet the City’s requirements for such purchase orders rest solely with the vendor(s) and consistent failure to deliver goods at the requested time(s) shall constitute breach of contract, whereby the City reserves the right to immediately terminate 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.

On-Line Ordering: The City of Birmingham fully intends to take advantage of any on-line ordering capabilities offered by the successful vendor(s). Any vendor(s) offering such services will agree to provide the City with access to the site, account establishment, user ID setups, training, etc. at no cost to the City. As a rule, when the City uses on-line ordering, no hard copy of the Purchase Order will be mailed to the vendor. However, vendors may request that hard copies be mailed, and the City will comply with any and all such request.

Invoicing: All purchase orders issued by the City of Birmingham indicate an invoice mailing address based on the Department for whom the purchase order was issued. In order for timely payment to be received, it is imperative that vendors mail invoice copies to the so indicated address. Failure to do so will result in delayed payments. **Do not mail invoices to the Accounts Payable Division.**

Payment Questions:

For **Mounted Patrol Unit-Tactical Operations Unit** questions concerning payments for delivered items covered within this contract, please contact Vita Smith or Derrick Gray, phone: (205) 254-1738, or fax: (205) 254-1733 Monday through Friday, between the hours of 8:00 a.m. and 3:00 p.m. CDT.

Substitutions of Products: The City recognizes the fact that from time to time substitutions of products other than those the vendor specifically quoted may have to occur. Any product offered as a substitute must be of equal or greater quality and value as the one being substituted for. No price increase from the original contract price will be allowed. Should the need for a substitute arise, the vendor should contact **Sgt. Callahan at Mounted Patrol Unit –Tactical Operations Unit, (205) 254-6555 or cell phone (205)790-1819, Monday through Friday, between the hours of 7:30 a.m. and 3:30 p.m. CDT** for approval of any substitute before shipment is made. Failure to do so will result in the rejection of the goods at the time of receipt. Approval of a substitute once does not constitute future approval. Approvals will have to be obtained from the City for each substitution occurrence before any shipment is made. **In order to avoid any confusion, all requests for approvals should be submitted in writing after verbal notification and before shipping. Such written notice may be faxed to the City at (205) 254-6563, ATT: Sgt. Callahan. Failure to submit such written notice could result in the rejection of the goods at the time of receipt.**

Permanent Substitutions: Any vendor seeking to permanently substitute an item must submit, in writing, a request stating the product for which a substitute needs to be supplied, the manufacturer and brand name of the proposed substitute, any pertinent product information, and the reasons for the need to make a permanent substitute. The City may require samples of any substitute before a decision is made as to acceptability. It is the vendor's responsibility to supply any such requested samples within five (5) working days of the request. No price increase from the original contract price will be allowed. The City will notify the vendor, in writing, of its decision to approve or deny the proposed permanent substitution.

Partial Shipments: The City as a rule accepts partial shipments. However, vendors should note that the receipt of a partial shipment of ordered goods does not alleviate the vendor's obligations for the complete shipment of goods by the due date as stated within the purchase order. Consistent failure to ship reasonably complete orders will constitute breach of contract and will result in the declaration of the vendor as a "non-responsible vendor" and subject to the aforementioned penalties of such declaration. For the purposes herein, "reasonably complete" shall mean at least 70% of the total quantity ordered by the City and indicated on the purchase order.

Rounding Up or Down of Quantities Shipped: The City as a rule will order whole count units (cases, boxes, pallets, etc.) whenever possible. However, the City, as stipulated elsewhere within this document, will be allowed to order products in any quantities it so chooses. No vendor should round up or down quantities ordered by the City without first receiving approval to do so. If a vendor has minimum quantity requirements for any and/or all items bid, it is to be stated in detail in the "**Exceptions to Specifications**" area on the Bid Form, otherwise vendor is obligated to ship all quantities as ordered by the City.

Late Shipments: The City will notify vendors with a written letter of warning each time an order is received later than five (5) working days past the due date. Receiving due dates are noted on the purchase order and are established based upon information provided by the vendor on the Bid Form at the time of bid submission. Any vendor receiving such a warning letter, will be required to submit to the City, in writing, a detailed explanation of the delay and what remedies have been implemented to insure future contract compliance. The City reserves the right to immediately terminate the contract with any vendor who receives a total of three (3) such letters of warning within any one (1) year time frame. Should termination occur, the holder of the contract will be declared a "non-responsible vendor" and subject to the aforementioned penalties of such declaration.

Failure to Ship Goods: The outright failure to ship any contracted goods ordered by the City will constitute breach of contract and the City reserves the right to immediately terminate the contract. Should termination occur, the holder of the contract will be declared a "non-responsible vendor" and subject to the aforementioned penalties of such declaration.

Rejected Goods: Any goods rejected by the City, for whatever reason, are to be picked up by the vendor within forty-five (45) days of the date of written notice to the vendor of the rejection. The City shall seek all legal remedies available to it to dispose of any rejected materials left past this time frame including, but not limited to, transport to an approved and licensed landfill for disposal.

Quantities: The quantities shown on the bid form are **estimated annual quantities only**. Merchandise shall be ordered as requirements dictate. The City reserves the right to purchase more or less than this quantity, as conditions require, and no bidder shall attempt to hold the quantities shown as a firm quantity under this contract. The City shall be allowed to order at any time, in any quantity during the life of this contract.

Maximum Delivery Time: The City has limited storage facilities so timely delivery shall be a consideration. The successful bidder shall guarantee full delivery of weekly orders within five (5) working days of receipt of order.

Exceeding Maximum Delivery Times: Consistent failure by a successful vendor to meet the stated maximum delivery times will constitute grounds for the termination of the awarded items of the contract and the declaration of the vendor as a “non-responsible vendor” and subject to the aforementioned penalties of such declaration.

Item Specifications: Bidders are to bid items exactly as specified in the Bid Form. Bidders are to supply all requested product information in the areas provided on the Bid Form. Any exceptions should be noted in the “**Exceptions to Specifications**” space provided on the Bid Form. Failure to note exceptions could result in the rejection of the bid. If the item specification calls for the supply of product specifications literature, it must be included with the submitted bid.

Any questions concerning these specifications should be addressed to the Purchasing Division, Attn: Debra Norton, Phone: (205) 254-2268 or Fax: (205) 254-2484, between the hours of 8:00 a.m. and 3:30 p.m., Monday thru Friday.

NOTE: In the description of any item that includes the statement; “Must State Net Weight of Containers Bid,” bidder **MUST** provide container size under “Brand” or “Unit Price” columns. If bidder is quoting any item that includes a container size or case size different than that specified, bidder must state the size being bid. Otherwise, you must provide as specified.

ALL FOOD PRODUCTS ARE TO BE MANUFACTURED AND PROCESSED IN THE UNITED STATES: Domestic products must be proposed and supplied. Non-domestic products may be proposed and supplied only when domestic products are unavailable. If an item is not domestically packed, the Bidder shall state the country of origin on the Bid Form.

BID FORM

Ron Nickel
Purchasing Agent
City of Birmingham, AL

Submitted below is my firm bid for horse feed/supplies for a period of one (1) year and month to month thereafter in accordance with your invitation to bid and specifications dated October 31, 2016. Prices quoted are f.o.b. Birmingham, AL. and I am bidding in exact accordance with the specifications except as listed below.

HORSE FEED/SUPPLIES

EST. ANNUAL QTY.	DESCRIPTION	BRAND & PRODUCT #	UNIT PRICE	EXTENDED TOTAL
120	Salt brick, 4 lb. (1.81kg) ingredients: salt, calcium sulfate			
653	Grain/Feed, minimum 12%, pelleted, 50 lb. bag, crude protein (min) 12%, Lysine (min) .80%, Crude Fat (min) 3-6%, Crude fiber (min) 12-12.5%, Calcium (min) .70%, Calcium, (max) 1.20%, Phosphorus (min) .50%, Copper (min) 55.0 ppm, Selenium (min) .60 ppm, Zinc (min) 220.0 ppm, Vitamin A (min) 3000 IU/lb., Horizon Choice or Purina Impact or equal.			
142	Grain/Feed, 12%, pelleted, equine senior, 50 lb. bag, crude protein (min) 14.50 %, crude fat (min) 7.0%, Crude fiber (18-20%), Calcium (min). 75%, calcium (max) 1.75%, phosphorus (min). 60%, Vitamin A (min) 8,000 IU/lb., Vitamin D (min) 500 IU/lb., Vitamin E (min) 100 IU/lb., Horizon Senior or Purina Senior or equal.			
3177	Shavings, wood, medium size flakes, bagged, minimum bag dimensions 6 cubic feet before compression, 2.15 cubic feet after compression, Greentree Shavings Select or equal.			
			GRAND TOTAL	

EXCEPTIONS TO SPECIFICATIONS: _____

LISTED BELOW ARE ITEMS WE CANNOT FURNISH:

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.

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 (Zip if different from street address)

E-Mail Address

City State Zip

Telephone Number

Terms of Payment

Fax Number

Delivery Date

Website

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)

