



WILLIAM A. BELL, SR.
MAYOR

CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

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

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J. THOMAS BARNETT, JR.
FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

August 3, 2016

Invitation to Bid #16-43

Sealed bids for outdoor power equipment 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., September 7, 2016, at which time 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.

All bids are to be submitted on the bid form provided, and all bids 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 other such remedy as the City deems appropriate.

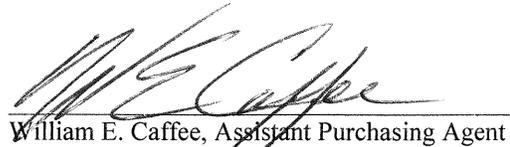
No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

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 - #16-43, Outdoor power equipment, 2:00 p.m., 09/07/16.**

Bids may be hand delivered to 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 express carrier (Federal Express, Airborne, UPS, etc.) must be shipped to 710 North 20th Street Birmingham, AL 35203 and specify delivery to Room P-100 First Floor City Hall.

It is the bidder's responsibility to make sure his bid is in the possession of the Purchasing Agent at or before 2:00 p.m., September 7, 2016. Bids received after this time will not be considered.


William E. Caffee, Assistant Purchasing Agent

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Attachment
B.N. 08/10/16

SPECIFICATIONS FOR OUTDOOR POWER EQUIPMENT FOR THE CITY OF BIRMINGHAM

GENERAL:

The City of Birmingham is seeking bids for outdoor power equipment. The basis of the bid shall consist primarily of any and all outdoor power equipment the City may require during the life of this contract. All items are to be new and of current production – no used or refurbished items will be acceptable. Bid price shall not include sales tax. The City intends to award to the lowest priced, responsive, responsible bidder on a line item basis.

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.

The proposed contract shall extend for a minimum time frame of one (1) year with month to month extension thereafter, at the prices originally bid, upon mutual agreement of both parties. Prior to the end of the initial contract term or during any extension phase of this contract, this extension thereafter is not to exceed twenty-four (24) months. The successful bidder 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.

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

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 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.

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.

Failure to adhere to any or all terms, conditions and specifications as set forth in the Invitation to Bid and Specifications 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.

Bids may be solicited for any products 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 material covered in this bid document shall be construed under and governed by the laws of the State of Alabama.

Should other outdoor power equipment 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.

Only established firms, located within Jefferson County or any county contiguous to Jefferson County, engaged in the active stocking and selling of outdoor power equipment will be eligible for consideration of award. Bidder must be an authorized distributor for any product line offered to the City for consideration.

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 or product line being supplied is failing to perform.

Each bidder is to extend unit prices and provide an extended total for each line item being bid. It is required for any contract exceeding \$10,000.00, a bid bond, a cashier's check, or certified check in the amount of \$500.00 is required to accompany your bid. In order for any bid award to be made 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 check shall be forfeited.

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

The quantities shown on the bid form are estimated quantities only. Merchandise shall be ordered as requirements dictate. The City reserves the right to purchase more or less than this quantity under this contract, or make no purchase at all.

Any questions concerning these specifications should be addressed to the Charles Lindsey, Purchasing Division, (203) 254-2265, between the hours of 8:00 a.m. and 3:00 p.m. CST, Monday through Friday.

Note: Any bid submitted shall be accompanied by catalogs, brochures and/or specification sheets which will adequately demonstrate that the item being bid meets or exceeds the given specifications. Any bid received without this information may be considered non-responsive and not considered for award.

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.

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.

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.

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.

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 OUTDOOR POWER EQUIPMENT FOR THE CITY OF BIRMINGHAM

Specific:

The intent of this specification is to describe various outdoor power equipment. Model and/or part numbers are given for reference and are intended to be descriptive rather than restrictive. Documentation submitted by the bidder must address all the features/functions called for in the specifications. It is the bidder's responsibility to demonstrate the item bid meets the required bid specification.

Successful bidder shall have an established parts and service facility in Jefferson County or any county contiguous to Jefferson County.

All items must come completely assembled and ready for operation except for fuel or oil. All items must be new and unused.

Bidder is to provide warranty statement detailing the length of the warranty, parts coverage and labor coverage. Warranty period will begin with the effective equipment in-service date, which may or may not be equal to the equipment delivery date, but will be in no case later than 6 months after equipment has been delivered.

All equipment is to be only new and unused commercial grade current standard production models built for the U.S. market.

Bidders shall check (✓) each and every paragraph in the appropriate column provided on the right edge of the page as to compliance or non-compliance with specifications and return these pages with your completed bid form. Exceptions will be allowed to items that are equal to or superior to that specified and provided they are listed and fully explained on the exceptions page. The purchaser shall be the sole judge of equality and the decision of the City of Birmingham shall be final. Bids taking total exception to the specifications will not be accepted.

Time is of the essence. Any extended delivery dates will not be considered.

Bid the following units or equal. An on-site demonstration may be requested prior to award.

Approximately 40 or More Stihl FS240R Grass Trimmers or EQUAL

		Bidder Complies	
		Yes	No
Displacement	37.7 cc 2 cycle engine		
Engine Power	2.3 bhp		
Fuel Capacity	25.4 oz.		
Fuel Type	2 Cycle oil/gas mix		
Fuel Source	Compensating carburetor with primer pump		
Shaft Type	Fully lined, straight.		
Cutting Head	Dual line with auto tap		
Weight	Not to exceed 15.5 lbs. less cutting attachment		
	Trimmer should have an easy start system to reduce the strength and effort needed to start engine.		
	Commercial/Industrial grade trimmer		
	Two year warranty		
	Trimmer should be configured for possible saw blade application.		
	Trimmer should be equipped with a tool free adjustable loop handle		
	Trimmer shall be fully assembled and ready for service minus fuel		

- Approximately 10 or More Stihl FS90 Grass Trimmers or EQUAL

		Bidder Complies	
		Yes	No
Displacement:	28.4 cc 2 cycle engine		
Engine Power	1.27 bhp		
Fuel Capacity	18 oz.		
Fuel Type:	2 Cycle oil/gas mix		
Fuel Source	Compensating carburetor with primer pump		
Shaft Type:	Fully lined		
Cutting Head:	Dual line with auto tap		
Weight:	Not to exceed 12.5 lbs. less cutting attachment		
	Trimmer should have an easy start system to reduce the strength and effort needed to start engine.		
	Commercial/Industrial grade trimmer		
	Two year warranty		
	Trimmer should be configured for possible saw blade application.		
	Trimmer should be equipped with a tool free adjustable loop handle		
	Trimmer shall be fully assembled and ready for service minus fuel		

Approximately 6 or More Stihl HS56C-E Hedge Trimmers or EQUAL

		Bidder Complies	
		Yes	No
Displacement	21.4cc (1.31. cu. in)		
Engine Power	.65 kW (.87 bhp)		
Weight	4.5 kg (9.9 lbs.)		
Fuel Capacity	280 cc (9.5 oz.)		
Blade Length	24"		
Power Source	2 cycle oil/gas mix		
	Trimmer shall be fully assembled and ready for service minus fuel		

Approximately 40 or More Redmax EBZ65000 Commercial Backpack Blower or EQUAL

		Bidder Complies	
		Yes	No
Displacement	65.6cc		
Engine Power	3.81 hp		
Weight	22.71lbs.		
Fuel Capacity	71.01 oz		
Air Flow in Pipe	631 cfm		
Air Flow in Housing	890 cfm		
Power Source	2 cycle oil/gas mix		
	Blower shall be fully assembled and ready for service minus fuel		

SPECIFICATIONS FOR OUTDOOR POWER EQUIPMENT FOR THE CITY OF BIRMINGHAM

		BIDDER COMPLIES	
		YES	NO
DELIVERY & TRAINING:	The successful bidder shall deliver the completed unit(s).	___	___
	At a time determined by the successful bidder and the City of Birmingham, the vendor must provide up to eight hours of operator and maintenance training.	___	___
	The successful bidder shall provide a reference/parts manual, power point training presentation.	___	___
FOB:	515 6th Avenue South Birmingham, AL. 35205	___	___

BID FORM

W. E. Caffee
Assistant Purchasing Agent
Birmingham, Alabama

Submitted below is my firm bid for outdoor power equipment for the City of Birmingham, in accordance with your invitation to bid and specifications dated August 3, 2016. Prices quoted are f.o.b. Birmingham, Alabama delivered and I am bidding in accordance with specifications except as listed below.

Approx Qty	Description	Make/Model	Unit Price	Extended Total
40	Stihl FS240R Grass Trimmers or EQUAL		\$	\$
10	Stihl FS90 Grass Trimmers or EQUAL		\$	\$
6	Stihl HS56C-E Hedge Trimmers or EQUAL		\$	\$
40	Redmax EBZ65000 Commercial Backpack Blower or EQUAL		\$	\$
GRAND TOTAL				

Continued next page

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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