



WILLIAM A. BELL, SR.
MAYOR

CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

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

TELEPHONE (205) 254-2265
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J. THOMAS BARNETT, JR.
FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

January 9, 2015

INVITATION TO BID #15-04

Sealed bids for tire repair service for the City of Birmingham for a maximum term of three (3) years, including a minimum one (1) year term with month to month extensions thereafter, not to exceed twenty-four (24) months, upon mutual consent of both parties, will be received by the Purchasing Agent, Room P-100 City Hall, Birmingham, Alabama until 2:00 p.m., February 12, 2015, 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 bid opening date. Addenda will be mailed to only those vendors who were provided a copy in person or by mail.

Bids must be accompanied by a bid bond, or a certified or cashier's check in lieu thereof with the City named as payee, in the amount of \$2,000.00. If the vendor provides a certified or cashier's check in lieu of a bid bond, that check will be returned unless the vendor is the low bidder or refuses to honor its bid/proposal.

All such bonds and checks will be returned upon execution to the required contract documents or upon expiration of sixty (60) days from bid opening date or such other date or such other date as mutually agreed upon by both the City and bidder(s) if the City requires as extension.

Each bidder must submit with his bid, information sufficient to show that he possesses the facilities, personnel, equipment and experience to perform the services required.

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.

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

The successful bidder will be required to execute a contract with the City, in duplicate, in accordance with the proposed agreement upon which bids are submitted.

Bids must be submitted in a sealed envelope marked, "**SEALED BID - TIRE REPAIR SERVICE - 2:00 P.M., 02-12-15**". Bids may be hand delivered to Room P-100 1ST Floor, City Hall, Birmingham, Alabama or mailed to the 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 (Federal Express, UPS, Airborne, etc.) must be mailed to 710 North 20th Street, Birmingham, Alabama, 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., February 12, 2015. Bids received after this time will not be considered.


W. E. Caffee, Assistant Purchasing Agent

aj
B.N. 01/14/15

**SPECIFICATIONS FOR THE SUPPLY OF TIRE REPAIR
SERVICES FOR THE CITY OF BIRMINGHAM**

The City of Birmingham is seeking bids for a contract for vehicle and equipment tire repair services. This contract will consist of any and all tire repair services as may be required by the City of Birmingham. The City intends to award to the lowest priced, responsive, responsible bidder on a total lot basis.

The proposed contract shall extend for a maximum term of three (3) years, including a minimum time frame of one (1) year, with potential month-to-month extension thereafter. This extension phase is not to exceed twenty-four (24) months. Prior to the end of the initial one year period or during the extension phase of this contract, either party may terminate the contract effective on advanced thirty (30) days written notice.

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 the bid.

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 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.

There is no provision in this contract for price increases during the initial term or any extension period. Therefore, all potential bidders should seriously consider the volatility of the price of diesel fuel over the last year when calculating your bid prices.

Any questions concerning these specifications should be addressed to the Purchasing Division at 205-254-2265, fax 205-254-2484 between the hours of 8:00 a.m. and 4:00 p.m. CDT, Monday through Friday.

1. GENERAL:

Any bid not strictly conforming to the following requirements may be rejected.

- A. Bids will consist of and must be made on the blank bid form provided.
- B. Bids must be complete and specific.
- C. Any additions or deletions to specifications must be noted in the exceptions area on the bid form.
- D. Bids will be free of alterations and erasures.
- E. Bids will be properly signed by the bidder or by a legally authorized officer or agent of the bidder.
- F. All bids must be accompanied by a bid bond.
- G. The City reserves the right to inspect any potential vendor's facilities, equipment, personnel, etc., before an award is made, to verify that the vendor has the ability to properly service the City's requirements.
- H. The bid will be enclosed in a sealed envelope marked "Sealed Bid Tire Repair Service"

- I. All attachments requested must be completed and attached to the bid.
- J. The successful bidder will be required to execute a contract in duplicate with the proposed agreement upon which the bid is submitted. In substantial form, the contract instrument is included in the bid materials.
- K. Bidder (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.
- L. Bidder acknowledges that the City, as a matter of public policy and to the extent allowed under applicable law, encourages participation of minority-owned, women owned and disadvantaged business enterprises to the maximum extent possible and seeks to provide opportunities for and to actively include Disadvantaged Business Enterprises (DBEs) and Historically Underutilized Business Enterprises (HUBE's) which includes 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 agrees to comply with this policy, and to include and retain those firms, contractors and consultants as sub-contractors or participants in other capacities to assist Bidder to complete the Work.
- M. 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.
- N. The City of Birmingham must have a copy of 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.
- O. 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.
- P. 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.

2. COMPANY INFORMATION:

The Company must have a minimum of five (5) years, full time, tire repair experience. The Company must have been in the full time tire repair business during the last five consecutive calendar years. The Company shall submit reasonable evidence of this experience in its response to this bid.

When the Company submits its bid and throughout the term of the contract, the Company total staffing shall not be less than seven (7) tire repair technicians. With its bid the Company shall submit documentation confirming the names and hire date of all current tire repair technicians.

When the Company submits its bid and throughout the term of the Contract, the Company shall maintain at all times 24 hours a day, seven days a week, a minimum of five (5) radio dispatched tire repair trucks all equipped with jacks, portable mounting cages or comparable OSHA approved safety equipment, compressed air and all the necessary equipment required to be able to furnish repairs in the field to cars, trucks and heavy equipment owned and operated by the City.

The information requested above must be provided on **Attachment A to the Bid Form**.

It will be the responsibility of the successful bidder, if needed, to add trucks, equipment, and personnel sufficient to handle the added volume of business related to the acquisition of the contract and compliance with the required service response times.

3. BID WARRANTY:

The bid warranty on **Attachment B to Bid Form** must be signed and returned by Company.

4. TERMS:

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 record shall prevail. **The City will not consider any bids requiring C.O.D. payments.**

5. INSURANCE:

The successful bidder will be required to furnish a certificate of insurance at the signing of the Contract evidencing the coverage set forth therein. City's bid number (15-04) shall appear on any/all copies of the certificate of insurance. The insurance is to be issued by a company approved and duly authorized to do 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 shall provide documentation evidencing the company's actual rating from Best's Insurance Reports

6. DEFINITIONS:

- a. Outlying Areas are those located South of Fire Station 32 (3995 Highway 280 South), East of 459/59 interchange, and Northeast of Ensley viaduct.
- b. Central Area is defined as area locations other than that defined as Outlying Areas.
- c. Rate of percentage Discount Extended to Tubes: All tubes furnished to the City are to be furnished at the same rate of discount as those so quoted specifically on the bid form. Contractor is to supply a manufacturer's list price sheet for the line of tubes bid. The discount rate quoted will apply to any tubes on list price sheet.

BID FORM

W E Caffee
Assisting Purchasing Agent
Birmingham, AL

Submitted below is my firm bid for the supply of tire repair services for a maximum term of three (3) years, including a minimum period of one (1) year, and with potential month-to-month extensions thereafter; the extended period will not exceed twenty-four (24) months. I am bidding in accordance with specifications, dated January 9, 2015, in this Bid #15-04 and the terms of the proposed Contract, except as listed below.

**TIRE REPAIR SERVICE AS DESCRIBED IN THE PROPOSED CONTRACT:
(FOR EVALUATION PURPOSES ONLY)**

PASSENGER CAR TIRES-CENTRAL AREA

BID PRICE

EXTENSION

TOTAL

Any one vehicle including the repair
of one passenger tire (approx. 70/mo.)

\$ _____ x 70 = \$ _____

Each additional tire on the same vehicle
(approx. 10/mo.)

\$ _____ x 10 = \$ _____

Monthly Total \$ _____

PASSENGER CAR TIRES -OUT-LYING AREAS

Any one vehicle including the repair
of one passenger tire (approx. 2/mo.)

\$ _____ x 2 = \$ _____

Each additional tire on the same vehicle
(approx. 1/mo.)

\$ _____ x 1 = \$ _____

Monthly Total \$ _____

LIGHT TRUCK TIRES (650 X 16 thru 265/80R19.5-TUBE OR TUBELESS) CENTRAL AREA

Any one vehicle including the repair of one
truck tire (approx. 45/mo.)

\$ _____ x 45 = \$ _____

Each additional tire on the same vehicle
(approx. 10/mo.)

\$ _____ x 10 = \$ _____

Monthly Total \$ _____

BID FORM-cont'd

LIGHT TRUCK TIRES (650 x 16 thru 265/80R19.5 TUBE OR TUBELESS) OUTLYING AREAS

	<u>BID PRICE</u>	<u>EXTENSION</u>	<u>TOTAL</u>
Anyone vehicle including the repair of one truck tire (approx. 3/mo.)	\$ _____	x 3 = \$ _____	
Each additional tire on the same vehicle (approx. 1/mo.)	\$ _____	x 1 = \$ _____	
		Monthly Total \$	_____

SEASONAL EQUIPMENT & INDUSTRIAL TIRES (8/300 X 4 THRU 26/1200 X 12, TUBE OR TUBELESS) CENTRAL AREA

Any one vehicle including the repair of one industrial tire (approx. 12/mo.)	\$ _____	x 12 = \$ _____	
Each additional tire on the same vehicle (approx. 4/mo.)	\$ _____	x 4 = \$ _____	
		Monthly Total \$	_____

SEASONAL EQUIPMENT & INDUSTRIAL TIRES (8/300 X 4 THRU 26/1200 X 12, TUBE OR TUBELESS) OUTLYING AREA

Any one vehicle including the repair of one industrial tire (approx. 2/mo.)	\$ _____	x 2 = \$ _____	
Each additional tire on the same vehicle (approx. 1/mo.)	\$ _____	x 1 = \$ _____	
		Monthly Total \$	_____

LARGE TRUCK TIRES (825 x 20 thru 1200 x 24 TUBE OR TUBELESS) CENTRAL AREA

Any one vehicle including the repair of one truck tire (approx. 40/mo.)	\$ _____	x 40 = \$ _____	
Each additional truck tire on the same vehicle (approx. 12/mo.)	\$ _____	x 12 = \$ _____	
		Monthly Total \$	_____

BID FORM-cont'd

LARGE TRUCK TIRES (825 x 20 thru 1200 x 24 TUBE OR TUBELESS) OUTLYING AREA

	<u>BID PRICE</u>	<u>EXTENSION</u>	<u>TOTAL</u>
Any one vehicle including the repair of one truck tire (approx. 4/mo.)	\$ _____	x 4 = \$ _____	
Each additional truck tire on the same vehicle (approx. 2/mo.)	\$ _____	x 2 = \$ _____	
			Monthly Total \$ _____

DAMAGED TIRE REPLACEMENT- CENTRAL AREA

Any one vehicle including the replacement of one damaged truck tire (approx. 40/mo.)	\$ _____	x 40 = \$ _____	
Each additional damaged tire on the same vehicle (approx. 12/mo.)	\$ _____	x 12 = \$ _____	
			Monthly Total \$ _____

DAMAGED TIRE REPLACEMENT- OUTLYING AREA

Any one vehicle including the replacement of one damaged truck tire (approx. 4/mo.)	\$ _____	x 4 = \$ _____	
Each additional damaged tire on the same vehicle (approx. 2/mo.)	\$ _____	x 2 = \$ _____	
			Monthly Total \$ _____

HEAVY EQUIPMENT TIRES (1300 x 24 and larger TUBE OR TUBELESS) CENTRAL AREA

Any one vehicle including the repair of one heavy equipment tire (approx. 15/mo.)	\$ _____	x 15 = \$ _____	
Each additional tire on the same vehicle (approx. 2/mo.)	\$ _____	x 2 = \$ _____	
			Monthly Total \$ _____

BID FORM-cont'd

HEAVY EQUIPMENT TIRES (1300 x 24 and larger TUBE OR TUBELESS) OUTLYING AREA

	<u>BID PRICE</u>	<u>EXTENSION</u>	<u>TOTAL</u>
Any one vehicle including the repair of one heavy equipment tire (approx. 2/mo.)	\$ _____	x 2 = \$ _____	
Each additional tire on the same vehicle (approx. 1/mo.)	\$ _____	x 1 = \$ _____	
		Monthly Total \$	_____

WATER FILLED TIRES - CENTRAL AREA

Tractor only (approx. 4/mo.)	\$ _____	x 4 = \$ _____	
Each additional tire on the same vehicle (approx. 1/mo.)	\$ _____	x 1 = \$ _____	
		Monthly Total \$	_____

WATER FILLED TIRES - OUTLYING AREA

Tractor only (approx. 1/mo.)	\$ _____	x 1 = \$ _____	
Each additional tire on the same vehicle (approx. 1/mo.)	\$ _____	x 1 = \$ _____	
		Monthly Total \$	_____

FALSE CALL CHARGE

False calls central areas (approx. 6/mo.)	\$ _____	ea. x 6 = \$ _____	
False calls outlying areas (approx. 4/mo.)	\$ _____	ea. x 4 = \$ _____	
		Monthly Total \$	_____

A false call is an event between 6:00 p.m. and 6:00 a.m. that results in no repair being performed due to the City's failure to cancel a service call. Company must submit documentation that supports each of its requests for payment of a false call charge.

BID FORM-cont'd

TUBES

	<u>BID PRICE</u>	<u>EXTENSION</u>	<u>TOTAL</u>
1000R-20, (approx. 10/mo.)	\$ _____	ea. x 10 = \$ _____	
825R-20, (approx. 8/mo.)	\$ _____	ea. X 8 = \$ _____	
750-16, (approx. 5/mo.)	\$ _____	ea. x 5 = \$ _____	
1300-24, (approx. 2/mo.)	\$ _____	ea. X 12 = \$ _____	
		Monthly Total \$	_____
Rate of percentage discount extended to tubes: _____ %		Monthly Grand Total \$	_____
		_____	x 12
		Annual Totals \$	_____

TRIP CHARGE TO PICKUP REPLACEMENT TIRE

Trip Charge for central areas (approx. 32/mo.)	\$ 10.00	ea. x 32 = \$ 320.00	
Trip Charge for outlying areas (approx. 0/mo.)	\$ 20.00	ea. x 0 = \$ 0.00	
		Monthly Total \$	320.00
		_____	x 12
		Annual Total \$	3,840.00

WEEKEND RETAINER

Weekend retainer for service rendered from Friday 6:00 p.m. thru Sunday 12:00 midnight (per weekend), for 52 weeks per year.	\$300.00 ea.		
		Annual Total \$	15,600.00

HOLIDAY RETAINER

Holiday retainer for authorized holidays. Authorized holidays are New Years Day, July 4 th , Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day (6 holidays).	\$150.00 ea.		
		Annual Total \$	900.00

ANNUAL GRAND TOTAL \$ _____

BID FORM-cont'd

EXCEPTIONS:

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.

Should this bid be accepted by the City of Birmingham, the undersigned hereby agrees to immediately enter into a formal contract with the City of Birmingham for tire repair service all in accordance with the specifications and instructions pertaining to this bid and the form of contract attached hereto. Additional information required by the invitation to bid is enclosed herewith. We understand that if our bid is accepted, failure to enter into contract with the City will result in forfeiture of our bid bond.

Date of Bid

Company

Name (Print or Type)

Street Address

Signature

Post Office Box (Zip if different from street address)

Title

City State Zip

Telephone Number

Tax ID Number

Fax Number

Email Address

Website

Bidder acknowledges receipt of _____ addenda to the bid.
(1, 2, 3 etc.)

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)**

ATTACHMENT A to BID FORM

TIRE REPAIR SERVICE FOR THE CITY OF BIRMINGHAM

Name of Bidder:

(a) Name: _____

Address: _____

(b) Telephone number: _____

Fax number: _____

E-mail address: _____

(c) Principal office address: _____

(d) Place of Incorporation: _____

Date of Incorporation: _____

Number of consecutive years Company has performed full time tire repair: _____

(e) Official representative: _____

(f) Names of tire service technicians and hire date:

NAME	HIRE DATE
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____

(g) We control and operate the following tire repair trucks of the make, model, and year indicated.

MAKE	MODEL	YEAR	TWO-WAY RADIO	
			YES	NO
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(h) The following is a complete and accurate list of officers and directors of said corporation:

NAME	ADDRESS
President _____	_____
Vice-President _____	_____
Secretary _____	_____
Treasurer _____	_____
Local Mgr/Agent _____	_____

If the bidder is a sole proprietorship, partnership or some form other than a corporation, provide specific information.

ATTACHMENT B to BID FORM

TIRE REPAIR SERVICE FOR THE CITY OF BIRMINGHAM

Bid Warranty:

The Bidder warrants that the bid submitted is not made in the interest or on behalf of any undisclosed party; that the Bidder has not, directly or indirectly, induced any other Bidder to put in a sham proposal or to refrain from making a bid, and that Bidder has not paid or agreed to pay to any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the contract for the privileges provided in this invitation. All of the information contained in the bid may be relied upon by the City of Birmingham in awarding the contract for tire repairs and everything contained herein warranted by the Bidder to be true.

DATE: _____

BIDDER: _____

BY: _____

TITLE: _____

TIRE REPAIR SERVICE CONTRACT

THIS TIRE REPAIR SERVICE CONTRACT (hereinafter the "Contract") is made and entered into by and between City of Birmingham, a municipal corporation, (hereinafter referred to as the "City") and, _____ (hereinafter referred to as the "Company").

WHEREAS, in connection with Bid #15-04 (the "Bid"), the City has conducted a competitive bid process to select a contractor to provide the services and work specified in that Bid and in this Contract (collectively, the "Work"); and

WHEREAS, Company is being awarded the right to perform the services and work contemplated in the Bid.

NOW WITNESSETH, in consideration of the mutual covenants and benefits herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1: Company agrees to perform the Work as specified in the Bid and set forth in this Contract. In the event of a conflict between any term, specification or provision in the Bid materials and those in this Contract, the provisions in this Contract shall control and govern. The Bid specifications and provisions in this Contract may collectively hereinafter be referenced at the "Contract."

At its expense, Company will provide all labor, materials and equipment required to perform the Work. Company warrants that it will perform the Work in a good and workmanlike manner.

Section 2: Unless terminated sooner as provided herein, the term of this Contract shall commence on the first day of the month following its execution by both parties and shall extend for a maximum term of three (3) years (the "Term"), including a minimum period of one (1) year after that date. Following the expiration of the initial one (1) year period, this Contract automatically will be extended on a month-to-month basis. The initial one (1) year period and any extended period may be collectively referenced herein as the "Contract." This Contract may not be extended more than twenty-four (24) months after the expiration of the initial one year period. During any extended period, the prices and other provisions and conditions in the Contract will continue to apply. Either party may terminate this Contract during the extended period by providing advance written notice to the other thirty (30) days prior to the designated time for termination.

The City may terminate this Contract before the expiration of its initial one (1) year period or any extended period if Company defaults on a material obligation to the City under the Contract (a "Default"), and Company fails to correct or remedy the Default within seven (7) days after the City's provision of written notice of Default to Company. Failure of the Company to timely perform the Work shall be considered an event of Default. This remedy is in addition to any other provided in the contract or available by law.

Section 3: While this Contract is in effect, Company shall have the exclusive right and privilege of rendering such tire repair service calls and making tire repairs as may be required by the City. Notwithstanding this grant of exclusivity, the City, at its option, may use its own employees to perform any tire repair as it may deem necessary or desire.

Section 4: During the Term, the Company shall retain not less than seven (7) tire repair technicians. During the Term, upon request of City, the Company shall submit the documentation identifying the names and positions of these technicians.

Section 5: During the Term, the Company shall maintain at all times 24 hours a day, seven days a week, a minimum of five (5) radio dispatched tire repair trucks that are all equipped with jacks, portable mounting cages or comparable OSHA approved safety equipment, compressed air and all the necessary equipment required to be able to furnish repairs in the field to cars, trucks and heavy equipment owned and operated by the City. Additional vehicles, equipment and personnel may be needed to handle the added volume of business related to the acquisition of the City's contract to be compliant with the City's required service response times. It shall be the Company's responsibility to maintain an adequate level of trucks, equipment and personnel to comply with this provision, and the City reserves the right to inspect at any time the contractor's tire repair trucks to insure compliance. Such equipment is to be dispatched from a base of operations within the City of Birmingham or Jefferson County.

With prior written approval by the City, Company may render any tire repair service under this Contract through a subcontractor. Any subcontractor must meet the standards and requirements of this Contract. Further, any such service shall be considered as having been rendered by the Company, and the Company shall be responsible to the City for that Work as if it were rendered directly by the Company.

Section 6: Indemnification/Insurance:

(a) Indemnification: Company agrees to defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "Indemnitees") from and against from and against all demands, actions, damages, judgments, expenses (including, but not limited to, attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages) (collectively herein "Claim(s)") by any third parties (including any employee, subcontractor or representative of the Company, hereafter a "Company Representative") that arise out of, relate to, result from, or are attributable to any of the following: (a) any conditions in or about the City-owned properties or Work sites that Company or any Company Representative may enter or encounter in performing their services or Work; (b) the use or occupancy of City-owned properties and Work sites by Company or any Company Representatives; and (c) any act, omission or conduct by Company or any Company Representative that arises from or relates to its (or their) performance or failure to perform its (or their) responsibilities and Work under this Agreement; provided that Company's indemnification obligation to the City under this provision shall not exceed the amount of the limits of the general liability and automobile insurance policies set forth herein. This indemnification obligation includes Claims by third parties that are caused in part by the negligence of an Indemnitee; provided, nothing herein shall obligate Company to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

(b) Insurance: For the duration of the Contract and for limits not less than stated below, the Company shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to City:

(i) Comprehensive General Liability: One Million Dollars (\$1,000,000);

(ii) Automobile Liability: Automobile Liability covering owned and rented vehicles operated by the Company with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit and aggregate for bodily injury and property damage; and

(iii) Workers Compensation: Workers' Compensation and Employers Liability as required by statute.

The Company may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

Before the execution of the contract, the Company shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificates shall name the City, and its officials and employees, as additional insureds on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

All such insurance coverage shall be provided by a policy or policies insured by 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, which said policy or policies shall be approved by the Director of Finance of the City and filed with the City Clerk. The Company shall cause a certificate or certificates of insurance to be furnished, in duplicate, to the City evidencing such insurance coverage. The City's bid number (15-04) shall appear on any/all copies of the certificate of insurance.

Such insurance policies shall contain an endorsement providing the City will be given not less than thirty (30) days notice in writing prior to the cancellation or change of coverage provided by said policies. In the event the City is notified that any of the coverage required herein is to be canceled or changed in such a manner as not to comply with the requirements

of this agreement, the Company shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with certificates evidencing the re-establishment of the insurance coverage required hereby.

Section 7: Safety at Work Sites:

The Company warrants that, before performing the Work contemplated hereunder, it will inspect the sites where Work is completed. Company further warrants that, before performing the Work, it will identify any condition or hazard that it considers will prevent it from performing the Work in a manner that does not endanger persons or property. Company is exclusively responsible for performing the Work in a safe manner that does not put a risk the safety of persons (including its own employees or representatives) or endanger property. Company shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all its employees and all other persons who may be affected by the services; (ii) all the services and all materials and equipment to be incorporated therein, whether in storage on or off the Work sites, or under the care, custody or control of the Company or any of its subcontractors; and (iii) other property at the Work sites or adjacent thereto. Company further agrees to comply with all provisions and requirements set forth in applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over safety of persons or property or to protect them from damage, injury or loss.

Section 8: Equal Opportunity:

(a) Company (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 Company 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.

(b) Company acknowledges that the City, as a matter of public policy and to the extent allowed under applicable law, encourages participation of minority-owned, women owned and disadvantaged business enterprises to the maximum extent possible and seeks to provide opportunities for and to actively include Disadvantaged Business Enterprises (DBEs) and Historically Underutilized Business Enterprises (HUBE's) which includes 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. Company agrees to comply with this policy, and to include and retain those firms, contractors and consultants as sub-contractors or participants in other capacities to assist Company to complete the Work.

Section 9: WORK SPECIFICATIONS/RATES/PAYMENT FOR WORK

Contractor agrees to perform the Work pursuant to the specifications in the Bid and set forth below:

(a) **Road Service:**

- i. **Central Area (Central Area is defined as area locations other than that defined in a.(ii) as outlying areas):** Calls for tire repair will be provided for all in-service City vehicles 24 hours per day, seven days per week. Maximum response time will be no more than ninety (90) minutes except for Public Safety vehicles. Public Safety vehicles are defined as any vehicle operated in the Police and Fire Departments. Maximum response time for in-service Public Safety vehicles will be no more than sixty (60) minutes. All first line fire and rescue vehicles are in-service 24 hours/day regardless of the location of the vehicle. In the event the contractor exceeds the maximum response time, the Company will be assessed a \$75.00 penalty charge for each occurrence. This charge will be deducted from the next month's payment.
- ii. **Outlying areas:** A different repair rate will be allowed for repairs to any vehicle in outlying areas. This rate will be applicable when the repair is beyond the following locations: South of Fire Station 32, East of 459/59 interchange, and Northwest of Ensley viaduct.

(b) **Yard Service Response Time:** Response time for yard service calls (usually after normal working hours 12:00 noon – 4:00 p.m. but may include some morning calls), shall be such that repairs are complete or underway prior to start of City work shift at 6:00 am. Response time for any other yard service calls is to be handled on an as soon as possible basis.

(c) **Lot visits:** The Company will be required to visit the following districts each day, Monday through Friday, during the hours 12:00 noon until 4:00 p.m., repair all vehicle flat tires and replace all damaged tires:

East - 301 North 96th Street
South - 501 6th Avenue South
North - 2413 27th Street North
West - 1044 Avenue W, Pratt City
Construction - 800 Golden Flake Drive
Eastern Area Landfill - 2787 Alton Drive
New Georgia Landfill - 47th Street Lewisburg Road

Each truck tire must be bumped by a tire hammer to determine if it is flat or low.

A damaged tire will be defined as any tire with any unusual wear or isolated damage that would deem the tire to be unsafe. Ex: sidewall cuts or punctures, excessive outside tire wear due to low air pressure or misalignments, or any other condition that would deem the tire to be unsafe.

The City maintains a tire inventory at the North District Lot, South District Lot, East District Lot and West District Lot for vehicles and equipment located at each district lot respectively. Tires not in inventory at the district lots are to be obtained from the City's Tire Shop on an as needed basis. Tires for vehicles and equipment located at the Construction Lot, Eastern Area Landfill, New Georgia Landfill and any tires needed for road service repair calls will be furnished by the City's Tire Repair Shop, 515 6th Avenue South. The Tire Shop hours of operation are from 7:00 a.m. until 7:00 p.m. The Company is responsible for transport of tires from the City Shop to the site of the needed replacement. To obtain a replacement tire from the City's Tire Shop the Company must provide the damaged tire carcass, if available at the time, and the City's vehicle equipment number, vehicle odometer reading, vehicle location and tire location on the vehicle. Tires will not be issued to the Company without this information.

With the exception of the South District Lot, Construction Lot, and all other 6th Avenue South City Complex locations, the City will pay the Company a flat fee of \$10.00/round trip to pickup tires for vehicles located in the central area locations and \$20.00/round trip for outlying area locations. The City will not pay a trip charge for any location within the South District Lot, Construction Lot and 6th Avenue South City Complex.

All tire carcasses are the property of the City and must be turned into the site issuing the replacement tire or the district lot where the tire replacement occurred. A City employee's signature is required to document the carcass return. Carcasses not returned to the City will be charged back to the Company as a deduction from the City's payment to the Company for the next payment due.

The Company will be required to furnish tire repair personnel to inspect each lot. The repair personnel shall determine which tires are to be repaired or replaced. Repair personnel must insure that all of the tires have been properly repaired/replaced and the proper documentation is given to the Public Works manager daily. City District Superintendent, or his designee, shall approve all damaged tire replacements prior to work being performed. Tire repair personnel must obtain a City of Birmingham employee signature on the ticket confirming the work has been completed. Tire repair personnel shall be required to sign in and out at each facility.

Except for mowers and off road vehicles, side wall tire repairs (either by patch or plug) are prohibited. The Company shall not charge the City when the Company only adds air.

(d) **Tubes:** The Contractor will be required to furnish to the City any tubes that may be required in the course of tire repairs. Tubes are to be first line, OEM grade only. Second line tubes are not acceptable to the City. All tubes furnished to the City are to be furnished at the same rate of discount as those so quoted. Contractor is to supply a manufacturer's list price sheet for the line of tubes bid. The discount rate quoted will apply to any tubes on the sheet.

(e) **Rates:** The Company agrees that, upon call of any person in charge or control of a vehicle owned by the City, the Company will furnish prompt service to such vehicle at the Police Pistol Range, Eastern Area Landfill, Lake Purdy, or any place within the corporate limits of police jurisdiction of the City of Birmingham for the purpose of vulcanizing/repairing any puncture or replacement of a damaged tire at the rate of:

(i) PASSENGER CAR TIRES – CENTRAL AREA

\$ _____ for any one vehicle including the repair of one passenger tire and

\$ _____ for each additional tire repaired on the same vehicle.

(ii) PASSENGER CAR TIRES -OUTLYING AREAS

\$ _____ for any one vehicle including the repair of one passenger tire and

\$ _____ for each additional tire repaired on the same vehicle in an outlying area.

(iii) LIGHT TRUCK TIRES (650 x 16 thru 265/80R19.5, tube or tubeless) - Central Area

\$ _____ for any one vehicle including the repair of one light truck tire and

\$ _____ for each additional tire repaired on the same vehicle.

(iv) LIGHT TRUCK TIRES (650 x 16 thru 265/80R19.5 tube or tubeless) Outlying Areas

\$ _____ for any one vehicle including the repair of one light truck tire and

\$ _____ for each additional tire repaired on the same vehicle.

(v) SEASONAL EQUIPMENT & INDUSTRIAL TIRES (8/300 x 4 thru 26/1200 x 12, tube or tubeless) – Central Area

\$ _____ for any one vehicle including the repair of one industrial tire and

\$ _____ for each additional tire repaired on the same vehicle.

(vi) SEASONAL EQUIPMENT & INDUSTRIAL TIRES (8/300 x 4 thru 26/1200 x 12, tube or tubeless) – Outlying Areas

\$ _____ for any one vehicle including the repair of one industrial tire and

\$ _____ for each tire repaired on the same vehicle.

(vii) LARGE TRUCK TIRES: (825 x 20 thru 1200 x 24, tube or tubeless) – Central Area

\$ _____ for any one vehicle including the repair of one truck tire and

\$ _____ for each additional tire repaired on the same vehicle.

(viii) LARGE TRUCK TIRES: (825 x 20 thru 1200 x 24, tube or tubeless) – Outlying Areas

\$ _____ for any one vehicle including the repair of one truck tire and

\$ _____ for each additional tire repaired on the same vehicle.

(ix) DAMAGED TIRE REPLACEMENT: – Central Area

\$ _____ for any one vehicle including the replacement of one slick truck tire and

\$ _____ for each additional tire replaced on the same vehicle.

(x) DAMAGED TIRE REPLACEMENT: – Outlying Areas

\$ _____ for any one vehicle including the replacement of one slick truck tire and

\$ _____ for each additional tire replaced on the same vehicle.

(xi) HEAVY EQUIPMENT TIRES (1300 x 24 & larger, tube or tubeless) – Central Area

\$ _____ for any one vehicle including the repair of any heavy equipment tire and

\$ _____ for each additional tire repaired on the same vehicle.

(xii) HEAVY EQUIPMENT TIRES (1300 x 24 & larger, tube or tubeless) – Outlying Areas

\$ _____ for any one vehicle including the repair of any heavy equipment tire and

\$ _____ for each additional tire repaired on the same vehicle

(xiii) WATER FILLED TIRES: (Tractor only) – Central Area

\$ _____ for any vehicle including the repair of any water filled tire and

\$ _____ for each additional water filled tire on the same vehicle.

(xiv) WATER FILLED TIRES: (Tractor only) – Outlying Areas

\$ _____ for any vehicle including the repair of any water filled tire and

\$ _____ for each additional water filled tire on the same vehicle.

(xv) FALSE CALL CHARGE:

\$ _____ for any false service call by the City of Birmingham in the central area between 6:00 p.m. and 6:00 a.m.

\$ _____ for any false service call by the City of Birmingham in the outlying area between 6:00 p.m. and 6:00 a.m.

A false call is an event that results in no repair being performed due to the City’s failure to cancel a service call. Company must submit documentation that supports each of its requests for payment of a false call charge.

(xvi) TUBES: Company is to invoice tubes at unit prices quoted on bid form.

(xvii) TRIP CHARGE – CENTRAL AREA: \$10.00/Round Trip

(xviii) TRIP CHARGE – OUTLYING AREAS: \$20.00/Round Trip

(xix) WEEKEND RETAINER: Company will be allowed to charge a \$300.00 flat rate for service rendered from Friday 6:00 p.m. until Monday 12:00 a.m.

(xx) HOLIDAY RETAINER: The Company will be allowed to charge a \$150.00 flat rate retainer for the following six city holidays: New Years Day, July 4, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

(f) Payment of Invoices: Payments by the City to Company for Work under this Contract shall be made within 30 days of receipt of properly itemized bills for such services rendered by the Company during the previous two week period. Notwithstanding any provision herein, Company acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the Company under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from the Company.

Section 10: Contract Representatives:

Each party shall appoint a representative who shall coordinate with the other party on all matters pertinent to the performance of the Work and administration of this Agreement (the “Contract Representative”).

The City’s Contract Representative is:

Cedric Roberts
Equipment Management
515 6th Avenue South
Birmingham, AL 35205
Phone: (205) 254-6349
Email: cedric.roberts@birminghamal.gov
Fax: (205) 254-6578

The Company’s Contract Representative is:

_____, AL 352_____
Phone: 205-_____-_____
Email: _____
Fax: 205-_____-_____

The Contract Representative designated above shall have the authority to act on behalf of its organization to transmit

instructions and receive information. Either party may designate a Contract Representative other than the person named above upon provision of written notice to the other.

Any notice required hereunder shall be sufficiently given when sent to the Contract Representatives via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

Section 11: Miscellaneous Provisions:

(a) Before commencing the Work, Company, at its own expense, will obtain all licenses, permits or other governmental authorizations needed to complete the Work, including without limitation, a business license issued by the City (collectively, "Licensing"). Company further agrees to maintain that Licensing throughout the performance of its Work.

(b) With respect to any goods, materials or products furnished by Company to City, Company warrants that it owns, is licensed or has the right to supply all such products, including all intellectual rights attendant thereto. To the fullest extent permitted by law, Company shall defend, indemnify, and hold harmless the City (and its representatives) from and against all actions, damages, judgments, losses, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs) and claims for patent, copyright or other infringement of intellectual property rights arising out of, related to, or resulting from Company's breach of this warranty.

(c) Company is an independent contractor of the City. This Contract does not create any partnership, joint venture or principal-agent relationship between the City and Company. Further, the City retains no control or authority with respect to its means and methods in which the Company (or any of its employees or representatives) performs the Work.

(d) The Company shall not assign this Contract, or any of its rights, obligations or the benefits hereunder, to any other party without prior written approval of the City, which approval may be withheld for any reason. In no event shall this Contract be assigned to an unsuccessful bidder who was rejected because he was not a responsible or responsive bidder.

(e) The Contract is made only for the benefit of the City and Company. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

(f) If Company conducts business through a corporation, limited liability corporation, or other similar organization, it makes the following representations and warranties as additional inducements to the City for it to enter the contract:

(i) Company is a duly organized and existing entity that is authorized to perform business under the laws of the State of Alabama, and has the power to enter into and to perform and observe its agreements and covenants in the contract.

(ii) All actions required to be taken by or on behalf of Company to execute the contract, and to perform its covenants, obligations and agreements hereunder, have been duly taken. Those actions may include a resolution duly adopted by its governing body and copies of such resolutions shall be provided to the City.

(iii) The execution and performance of the contract by Company do not constitute and will not cause the breach or violation of any contract, lease, franchise, permit or agreement of any nature to which Company is a party.

(g) Company warrants and certifies that it has not employed or retained any firm, entity or person to solicit or secure its selection to enter into this contract, and that it has not paid or agreed to pay any fee, commission, percentage, gift or other consideration to any such firm, entity or person that is contingent upon or resulting from

the award or making of this contract. The City, at its sole discretion, may terminate the contract without liability if Company violates this warranty.

(h) The Contract and the specifications in the Bid represent the entire agreement between the parties, This terms herein supersede all prior negotiations, representations or agreements, either written or oral, concerning the subjects herein, and any such negotiation concerning those matters is merged into this Contract. This Contract may be amended only by written instrument signed by both parties.

(i) This contract may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

(j) Any forbearance or delay on the part of the City in enforcing any of its rights under this Contract shall not be construed as a waiver of such rights. No terms of this contract shall be waived unless expressly waived in writing.

(k) If any provision of this contract is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of it shall remain in full force and effect.

(l) “Buy Local”. Company agrees that in connection with any portion of the Work, it will make commercially reasonable efforts to buy and/or lease supplies, materials and equipment from vendors located within the corporate limits of the City of Birmingham.

(m) Local Hiring. Company agrees to make, and cause to its subcontractors, if any, to make commercially reasonable efforts to hire residents of the City of Birmingham to fill available positions with respect to the Work.

(n) Immigration Act Compliance (a) Contractor represents and warrants that it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an “unauthorized alien,” as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the “Act”). (b) Contractor represents and warrants that it will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that Contractor is enrolled in the E-Verify program. During the performance of this Agreement, Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations. (c) Contractor agrees to comply with all applicable provisions of the Act with respect to its subcontractors by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work for Contractor on the Project in Alabama, that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Contractor represents and warrants that Contractor shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which Contractor knows is not in compliance with the Act. (d) By signing this Contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

(Signature Page Follows on Next Page)

IN WITNESS WHEREOF, the aforesaid parties have hereunto set their signature on the _____ day of _____, 2015.

CITY OF BIRMINGHAM, A MUNICIPAL CORPORATION:

BY: _____
Its Mayor

DATE: _____

ATTEST:

City Clerk

COMPANY

BY: _____

ITS: _____ (Official Title)

DATE: _____

APPROVED AS TO FORM BY LAW DEPARTMENT:

Assistant City Attorney / Date