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CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

P-100 CITY HALL
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RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

November 18, 2009

INVITATION TO BID

09-55

Sealed bids for automotive glass and replacement 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, Room P-100 First Floor City Hall, Birmingham, Alabama until 2:00 p.m., December 18, 2009, 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 form 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, and 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, it must be accompanied by an acceptable bid bond or check.

The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. The City considers affirmative action to eliminate the vestiges of discrimination to be an integral part of this policy of nondiscrimination.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.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, and to waive any informalities.

Bids must be submitted in a sealed envelope marked, "**SEALED BID – AUTOMOTIVE GLASS – 2:00 p.m., 12-18-09.**" Bids may be hand delivered to Room P-100 1st Floor City Hall, Birmingham, Alabama or mailed to City of Birmingham, P.O. Box 11295, Birmingham, Alabama 35202-1295. (**DO NOT MAIL BIDS TO ROOM P-100 FIRST FLOOR CITY HALL**). However, bids sent by express carrier (i.e. Federal Express, Airborne, UPS, etc.), must be mailed to 710 North 20th Street, Birmingham, AL 35203 and specify delivery to Room P-100 1st Floor City Hall.

It is the bidder's responsibility to make sure that his bid is in the possession of the Purchasing Agent on or before 2:00 p.m., December 18, 2009. Bids received after this time will not be considered.


W.E. Caffee, Assistant Purchasing Agent

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Attachment

B.N. 11-25-09

SPECIFICATIONS FOR THE SUPPLY OF AUTO GLASS REPLACEMENT

The City of Birmingham is seeking bids for an annual contract for the replacement of any and all automotive glass for its fleet of mobile equipment. This fleet includes all types of vehicles from Cushman 3-wheel scooters, autos, and trucks to heavy off road equipment. This contract will be for both replacement glass and the installation labor. The City intends to award to the lowest priced, responsive, responsible bidder on a total lot basis.

The proposed contract shall extend for a minimum time frame of one (1) year, with a month-to-month extension thereafter, at the prices originally bid, upon mutual agreement of both parties. Prior to the end of the initial contract year or during any extension phase of this contract, 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. Should any product herein experience a manufacturer's price reduction during the contracted period, the City is to receive the benefit of such reduction.

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 of Birmingham does not anticipate utilization of a long, formal, written contract document to bind the City and the successful bidder to an agreement. The City will issue purchase orders to the successful bidder, as material is required. The successful bidder acknowledges by acceptance of City purchase orders for awarded items that the bidder is bound to the terms, conditions and requirements as stated in this document. Vendor shall not deliver any product to the City of Birmingham without first having a valid purchase order which has sufficient funds to cover the cost of the product to be delivered.

Each bidder is to extend unit prices and provide an extended total for each line item being bid. If the extended totals of all items being bid exceeds \$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 (REFERENCE COVER LETTER OF "INVITATION TO BID").

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.

All bids submitted are to be F.O.B. City of Birmingham, Alabama delivered.

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 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/are failing to perform satisfactorily.

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.

The quantities 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.

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.

The City's standard payment term is Net-30 Days from acceptance. Exception may be allowed for discounted early payment, such as 2%-10, Net 30 Days. The reference date for all such discounted early payment terms will be the date the invoice is received or the date the goods are received, whichever is later. In the event of a dispute the City's records shall prevail. **The City will not consider any bids requiring C.O.D. payments.**

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 questions concerning these specifications should be addressed to Mr. Jim Richards, at 431 6th Avenue South, Central Stores, 254-6510, between the hours of 7:00 a.m. and 3:00 p.m. Monday through Friday.

SPECIFICATIONS:

This City shall accept bids based upon the list prices shown in the NAGS calculator price sheet dated September 2009. Use NAGS September 2009 catalog only.

The City shall award this contract based on the lowest total cost for glass, kits, and labor as shown on the bid form. All discount rates stated on the bid form are to be from the list prices shown in the NAGS September 2009 calculator, a copy of which is to be included with each bid submitted. The NAGS September 2009 calculator price sheet will be used for the life of this contract. No updated or more current price list may be substituted at any time during the life of the contract.

Due to the impracticality of listing each and every glass application, all bidders shall quote this bid invitation with written assurance to the City that any and all glass applications not shown on the Bid Form shall be furnished at the same rate of discount as shown on the glass applications so quoted.

The quantities indicated on the Bid Form are strictly estimates for evaluation purposes only and the City shall be under no obligation of any type to purchase any specific quantity of any item. Annual purchases may vary widely, either up or down as conditions dictate.

Only licensed glass dealers located within the corporate city limits of Birmingham with heavy involvement in the repairing of auto, trucks, equipment, etc., shall be eligible for consideration of award. Bidder must have both a staffed physical facility and a staffed mobile repair service in order to be considered eligible for award. The City reserves the right to inspect any potential vendor's equipment, inventories, personnel, locations, etc., to verify that the potential vendor has the ability to properly service the City's requirements.

Repairs to the City's vehicles, as a rule, shall be made on the City's premises. This includes any and all City owned vehicle storage locations. The bulk of the installations shall be made at the City's Southside Garage facility located at 515 6th Avenue South. The City also retains the option, at its choosing, of delivering any vehicle to the successful vendor's local physical facility for the purpose of having the work performed there.

Each bidder is to include with the submitted bid a copy of the glass manufacturer's product warranty concerning materials and workmanship and any limitations that apply. Bidder is to also include a copy of his/her warranty that applies to the installation of all vehicle glass. These warranties will be a consideration of award.

Liability Insurance: Bidder shall carry general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$1,000,000.00 total with a maximum of \$300,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft. Bidder shall also carry automobile liability insurance with limits of not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage or combined single limit of \$1,000,000.00. Bidder shall carry Workman's Compensation coverage in an amount adequate to comply with the statutory requirements. Such policies shall name the City of Birmingham as an additional insured and shall contain an endorsement providing that the City will be given not less than thirty (30) days notice in writing prior to cancellation or change of coverage provided by said policies. Insurance shall be through companies authorized to do business in the State of Alabama. Certificate of insurance must be presented to the City within ten (10) days of notice of award and prior to commencement of any work.

Hold Harmless:

Successful vendor(s) shall indemnify, defend, and hold harmless the City of Birmingham, from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the City on account of loss or of damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of vendor and/or its subcontractors or claims under similar such laws or obligations. Vendor's obligation under this section shall not extend to any liability caused by the sole negligence of the City, or its employees.

PERFORMANCE REQUIREMENTS:

The City shall reserve the right to cancel this contract with a written thirty (30) day notice to the vendor for any or all of the following:

- A. Failure to perform quality work or causing damage to any vehicle being repaired. (Quality work includes the removal of all glass shards from every vehicle either by manual or mechanical means).

- B.** Failure to provide first line and first quality glass products. Any glass supplied is to meet the original equipment manufacturer's quality standards as per application.
- C.** Failure to provide a reasonable and rapid response to any request from the City for repair to a given vehicle. The maximum response time shall be no greater than twenty-four (24) hours once the request is given to the vendor. Consistent failure by a successful vendor to meet this response time requirement will constitute grounds for the termination of the contract and the declaration of the vendor as a "non-responsible vendor". This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City.
- D.** Failure to provide any glass item as requested by the City within a twenty-four (24) hour time frame being the normal lead-time. Non-standard items shall be allowed a maximum of five days lead-time. The definition of non-standard items shall be autos of eight (8) or more years old or autos less than one (1) year old, odd truck applications, and any or all specialized heavy equipment.
- E.** Failure to provide adequate personnel, equipment and inventory availability, as well as inadequately trained personnel, to properly make any and all installations.
- F.** Failure to adhere to the discounts, as based on the **September 2009 NAGS** catalog's list prices, as well as the labor cost as bid, shall render this contract null and void.
- G.** Failure to honor any manufacturer warranty provisions or vendor's in-house installation warranty provisions as provided to the City with submitted bid.

BID FORM

W. E. Caffee
 Assistant Purchasing Agent
 Birmingham, Alabama

Submitted below is my firm bid for the supply of automobile glass replacement for a period of one (1) year and month-to-month thereafter in accordance with your invitation to bid and specifications dated November 18, 2009. Prices quoted are f.o.b. Birmingham, Alabama and I am bidding in exact accordance with the specifications except as listed below.

Page 1 of 4

EST. ANNUAL QTY.	DESCRIPTION	NAGS ITEM NO.	UNIT PRICE	EXTENDED PRICE
20 ea.	Windshields, front, 2008 Ford Crown Victoria, police package as per factory specifications.			
25 ea.	Windshields, rear, 2008 Ford Crown Victoria, police package as per factory specifications.			
20 ea.	Windows, side, 2008 Ford Crown Victoria, police package. Left front door with power windows as per factory specifications.			
20 ea.	Kit, windshield, 2008 Ford Crown Victoria.			
20 ea.	Labor cost, installation of front windshield, 2000 Ford Crown Victoria.			
25 ea.	Labor cost, installation of rear windshield, 2000 Ford Crown Victoria.			
20 ea.	Labor cost, installation of side window with power lift, 2000 Ford Crown Victoria.			
40 ea.	Windshields, front, 2006 Ford Crown Victoria, police package as per factory specifications. (NAGS #DW 01506 GTY, fits 03,04,05, &06 CV)			
25 ea.	Windshields, rear, 2006 Ford Crown Victoria, police package as per factory specifications.			
15 ea.	Windows, side, 2006 Ford Crown Victoria, police package. Left front door with power windows as per factory specifications.			
40 ea.	Labor cost, installation of front windshield, 2006 Ford Crown Victoria.			
25 ea.	Labor cost, installation of rear windshield, 2006 Ford Crown Victoria.			
15 ea.	Labor cost, installation of side window with power lift, 2006 Ford Crown Victoria.			
10 ea.	Windshield, front, 2004 Ford Taurus, 4 door as per factory specifications (NAGS # DW 01528 GTY).			
SUBTOTAL, EXTENDED PRICES				

BID FORM

Page 2 of 4

EST. ANNUAL QTY.	DESCRIPTION	NAGS ITEM NO.	UNIT PRICE	EXTENDED PRICE
6 ea.	Windshield, rear, 2004 Ford Taurus 4 door, as per factory specifications.			
10 ea.	Window, side, 2004 Ford Taurus, 4 door, left front door with power window as per factory specifications			
10 ea.	Kit, windshield, 2004 Ford Taurus, 4 door, as per factory specifications.			
10 ea.	Labor cost, installation of front windshield, 2004 Ford Taurus.			
6 ea.	Labor cost, installation of rear windshield, 2004 Ford Taurus.			
10 ea.	Labor cost, installation of side window with power lift, 2004 Ford Taurus.			
10 ea.	Windshield, front, 2001 Chevrolet 1500, 2 door extended cab as per factory specifications.			
6 ea.	Windshield, rear, 2001 Chevrolet 1500, 2 door extended cab as per factory specifications.			
10 ea.	Kit, windshield, 2001 Chevrolet 1500			
10 ea.	Labor cost, installation of front windshield, 2001 Chevrolet 1500.			
6 ea.	Labor cost, installation of rear windshield, 2001 Chevrolet 1500.			
10 ea.	Labor cost, installation of side window without power lift, 2001 Chevrolet 1500.			
SUBTOTAL, EXTENDED PRICES THIS PAGE				
SUBTOTAL, PREVIOUS PAGE				
GRAND TOTAL, EXTENDED PRICES				

Discounts by percentage points from the September 2009 NAGS price list for any glass or kits shall be as follows:

Windshields = _____ % Discount

Side and rear glass
Tempered type = _____ % Discount

Side and rear glass
Laminated type = _____ % Discount

Windshield kit = _____ % Discount

Flat labor charges for the installation of any of the following items:

Windshields \$ _____

Side Windows (excluding power windows) \$ _____

Side Windows (with power windows) \$ _____

Rear Windows (excluding power windows) \$ _____

Rear Windows (with power windows) \$ _____

EXCEPTIONS TO SPECIFICATIONS:

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.

COMPANY: _____

DATE OF BID: _____

ADDRESS: _____

TERMS OF PAYMENT: _____

TAX ID # _____

TELEPHONE: _____

NAME: _____
(Please Print)

FAX: _____

SIGNATURE: _____

E-mail _____

TITLE: _____

WEB SITE: _____

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)**