



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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May 26, 2015

J. THOMAS BARNETT, JR.
FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

INVITATION TO BID #15-42

Sealed bids for HVAC air filters for a period of one (1) year and month to month thereafter upon mutual agreement of both parties, will be received by the Purchasing Agent, P-100, First Floor City Hall, Birmingham, Alabama until 2:00 p.m., June 30, 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, and mailed to only the 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. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

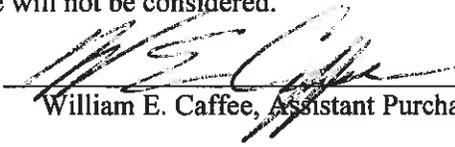
The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

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

Bids must be submitted in a sealed envelope marked, "**SEALED BID – HVAC AIR FILTERS - 2:00 P.M., 06-30-15**". Bids may be hand delivered to Room P-100 First Floor City Hall, Birmingham, Alabama, or mailed to City of Birmingham, P.O. Box 11295, Birmingham, Alabama 35202-1295. **(DO NOT MAIL BIDS TO ROOM P-100 FIRST FLOOR CITY HALL)**. However, bids sent by any express carrier (Federal Express, UPS, Airborne, etc.) must be mailed to 710 North 20th Street, Birmingham, Alabama 35203 and specify delivery to Room P-100, First Floor City Hall.

It is the bidder's responsibility to make sure that his bid is in the possession of the Purchasing Agent on or before 2:00 p.m., June 30, 2015. Bids received after this time will not be considered.


William E. Caffee, Assistant Purchasing Agent

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Attachments
B.N. 06-03-15

**SPECIFICATIONS FOR THE SUPPLY OF VARIOUS HVAC
AIR FILTERS FOR THE CITY OF BIRMINGHAM**

GENERAL:

The City of Birmingham is seeking bids for the supply of various first line, industrial grade HVAC air filters. The basis of the bid shall consist primarily of any and all industrial HVAC air filters used by the City and stocked in the City's Maintenance Warehouse. The City intends to award to the lowest priced, responsive, responsible bidder on a total lot basis. For the purchase of personal property, the City's policy is to apply a local preference option, as allowed by State of Alabama Code, Section 41-16-50, in determining the low bidder.

The proposed contract shall extend for a minimum time frame of one (1) year with a month to month extension thereafter, upon mutual agreement of both parties. This extension phase is not to exceed twenty-four (24) months. During the extension phase of the contract should any product bid have a manufacturer's price increase which applies across the board to all sales of the product, the City shall allow the bidder to increase the bid price by the exact dollar amount of the manufacturer's price increase. Bidder must provide the City printed documentation from the manufacturer of any such price increase at least thirty (30) days prior to implementing any increase in price. No increase in price shall be allowed during the first twelve (12) months of the contract. Prior to the end of the initial contract year or during any extension phase of this contract, the successful bidder(s) shall give the City an advanced thirty (30) days written notice of their intent not to extend the contract on a month to month basis. Should any product herein experience a manufacturer's price reduction during the contracted period, the City is to receive the benefit of such reduction(s).

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.

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

Failure to adhere to any or all terms and conditions 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.

Each bidder is to extend prices and provide a total for the bid being submitted. In order for any bid award to be considered that exceeds \$10,000.00 your bid must have been accompanied by an acceptable bid bond, certified check or cashier's check in the amount of \$500.00. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond check shall be forfeited.

Successful bidders 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.

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

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 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.

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.

All bids submitted are to be F.O.B. delivered, City of Birmingham, Maintenance Warehouse, 1029 33rd St. North, Birmingham, Alabama, 35234.

Should other HVAC air filters 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.

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 prepayment or C.O.D. payments.**

Vendor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the services contemplated hereunder. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

Vendor acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the Federal Small Business Administration.

Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from the successful bidder.

The City of Birmingham must have a copy of the successful bidder's current City of Birmingham business license prior to formal award of contract. Each bidder may submit a copy of his/her license along with his/her bid. However, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked.

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

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

Any questions concerning these specifications should be addressed to Phillip Hyche, at 205-254-6510, between the hours of 7:00 a.m. & 3:00 p.m. Monday through Friday.

SPECIFICATIONS:

The quantities on the bid form are strictly estimates for evaluation purposes only. Merchandise shall be ordered as requirements dictate. The City reserves the right to purchase more or less than this quantity as conditions require, and no bidder shall attempt to hold the quantities shown as a firm quantity under this contract.

The City has limited storage space so timely delivery shall be a consideration. The successful bidder shall guarantee full delivery within ten (10) working days of receipt of order. Consistent failure by a successful vendor to meet the stated delivery time 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.

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

All air filters supplied under this contract are to be new, first line, first quality, industrial grade air filters. Do not quote economy/home grade air filters.

Only established firms, located within the City of Birmingham or Jefferson County, who are engaged in the active stocking and selling of HVAC products and supplies will be eligible for consideration of award. The successful bidder will be required to maintain an adequately staffed sales counter open for business between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday for product pick up by City personnel.

Bidder must be an authorized distributor for any product line offered to the City for consideration.

Filter lines bid must be filter lines supplied for the life of the contract. The City will accept fill-in substitutes on a limited basis. Any such substitute offered must receive approval from the City prior to delivery.

The City reserves the right to inspect any potential vendor's equipment, inventories, personnel, location(s), etc., before an award is made, to verify that potential vendor has the ability to properly service the City's requirements.

Bidders are to supply with their bid printed literature on any filter line being offered for consideration. Such literature should detail such information as, filter construction, media type, media support, performance & rating data, etc. Such information will be a consideration of award.

Disposable Pleated Filters:

Disposable pleated filters are to be industrial grade, framed with heavy, moisture resistant beverage board paper. All adhesives used in the construction are to be water repellent. Filters are to be supplied in 1" and 2" & 4" thickness. All 2" & 4" filters are to be framed as such. Do not bid 1" filters taped or otherwise attached together. Media is to be cotton/synthetic reinforced fibers, evenly spaced radial pleating one hundred percent (100%) secured to the frame perimeter with adhesive and supported by a diamond cut frame on both sides as well as a metal retainer of expanded metal or welded wire on one side. Any substitute for a metal media retention system must be sufficient to prevent vacuum collapse of media. Media is to have a minimum efficiency rating of approximately 40-50% (MERV 8 rating). Filters are to be designed for use in systems with filter face velocities of up to approximately 625 fpm. All filters are to be plainly marked on the frame with the manufacture's name, size and direction of air flow.

Bag Type Filters: Metal Frame

Metal framed bag filters are to be industrial grade, metal framed, high efficiency (approx. 60%) filters. Media is to be ultra-fine spun glass. Metal frame is to be rust & corrosion resistant. Media is to be physically attached to the frame and all support rods. Media is to be bonded along all edges and seams with adhesive to prevent bypass. Each filter is to be clearly identified with the size, efficiency, CFM, air flow direction, etc.

BID FORM

W. E. Caffee
 Assistant Purchasing Agent
 City of Birmingham, AL

Submitted below is my firm bid for the supply of HVAC air filters for a period of one (1) year and month to month thereafter in accordance with your invitation to bid and specifications dated May 26, 2015. Prices quoted are F.O.B. delivered, Birmingham, AL and I am bidding in exact accordance with specifications except as listed below.

| Est. Annual Qty | Description | Brand of Filter & # | Est. delivery ARO | Unit Price | Extended Total Price |
|---------------------------|---|--------------------------------|--------------------------|-------------------|-----------------------------|
| 12 ea. | Filter, pleated disposable. 12" x 12" x 1". As per specifications | | | | |
| 12 ea. | Filter, pleated disposable. 12" x 20" x 1". As per specifications | | | | |
| 12 ea. | Filter, pleated disposable. 12" x 20" x 2". As per specifications | | | | |
| 12 ea. | Filter, pleated disposable. 12" x 24" x 1". As per specifications | | | | |
| 36 ea. | Filter, pleated disposable. 12" x 24" x 2". As per specifications | | | | |
| 12 ea. | Filter, pleated disposable. 14" x 20" x 2". As per specifications | | | | |
| 12 ea. | Filter, pleated disposable. 14" x 25" x 1". As per specifications | | | | |
| 12 ea. | Filter, pleated disposable. 15" x 24" x 1". As per specifications | | | | |
| 12 ea. | Filter, pleated disposable. 15.5" x 15.5" x 2". As per specifications | | | | |
| 12 ea. | Filter, pleated disposable. 16" x 20" x 1". As per specifications | | | | |
| 120 ea. | Filter, pleated disposable. 16" x 20" x 2". As per specifications | | | | |
| 48 ea. | Filter, pleated disposable. 16" x 24" x 2". As per specifications | | | | |
| 12 ea. | Filter, pleated disposable. 16" x 25" x 1". As per specifications | | | | |
| 72 ea. | Filter, pleated disposable. 16" x 25" x 2". As per specifications | | | | |
| SUB TOTAL PAGE ONE | | | | | \$ |

BID FORM-cont'd

| Est. Annual Qty | Description | Brand of Filter & # | Est. delivery ARO | Unit Price | Extended Total Price |
|---------------------------|---|--------------------------------|--------------------------|-------------------|-----------------------------|
| 48 ea. | Filter, pleated disposable. 18" x 18" x 2". As per specifications | | | | |
| 36 ea. | Filter, pleated disposable. 18" x 24" x 2". As per specifications | | | | |
| 12 ea. | Filter, pleated disposable. 18" x 24" x 4". As per specifications | | | | |
| 48 ea. | Filter, pleated disposable. 18" x 25" x 2". As per specifications | | | | |
| 96 ea. | Filter, pleated disposable. 20" x 20" x 1". As per specifications | | | | |
| 240 ea. | Filter, pleated disposable. 20" x 20" x 2". As per specifications | | | | |
| 24 ea. | Filter, pleated disposable. 20" x 24" x 1". As per specifications | | | | |
| 96 ea. | Filter, pleated disposable. 20" x 24" x 2". As per specifications | | | | |
| 12 ea. | Filter, pleated disposable. 20" x 24" x 4". As per specifications | | | | |
| 36 ea. | Filter, pleated disposable. 20" x 25" x 1". As per specifications | | | | |
| 144 ea. | Filter, pleated disposable. 20" x 25" x 2". As per specifications | | | | |
| 12 ea. | Filter, pleated disposable. 20" x 30" x 2". As per specifications | | | | |
| 120 ea. | Filter, pleated disposable. 24" x 24" x 1". As per specifications | | | | |
| 96ea. | Filter, pleated disposable. 24" x 24" x 2". As per specifications | | | | |
| 12 ea. | Filter, pleated disposable. 24" x 24" x 4". As per specifications | | | | |
| 12 ea. | Filter, pleated disposable. 25" x 25" x 2". As per specifications | | | | |
| 12 ea. | Filter, pleated disposable. 25" x 29" x 2". As per specifications | | | | |
| 12 ea. | Filter, pleated disposable. 25" x 29" x 4". As per specifications | | | | |
| SUB TOTAL PAGE TWO | | | | | \$ |

BID FORM-cont'd

| Est. Annual Qty | Description | Brand of Filter & # | Est. delivery ARO | Unit Price | Extended Total Price |
|-----------------------------|---|--------------------------------|--------------------------|-------------------|-----------------------------|
| 12 ea. | Filter, pleated disposable. 28" x 30" x 4". As per specifications | | | | |
| 48 ea. | Filter, bag Metal frame. Approx. 60 % efficiency, 6 pocket. 12" x 24" x 15" As per specifications | | | | |
| 48 ea. | Filter, bag. Metal frame. Approx 60 % efficiency, 6 pocket. 24" x 24" x 18". As per specifications. | | | | |
| 24 ea. | Filter, bag. Metal frame. Approx 60 % efficiency, 6 pocket. 24" x 24" x 22". As per specifications | | | | |
| 48 ea. | Filter, bag. Metal frame. Approx. 60 % efficiency, 6 pocket. 24" x 24" x 25" As per specifications | | | | |
| 120 ea. | Filter, bag. Metal frame. Approx 60 % efficiency, 6 pocket. 24" x 24" x 30". As per specifications | | | | |
| 24 ea. | Filter, plastic backed foam, washable. Self supporting. For use with window units. Approx. 15" x 24". Kwik Kut 1000P or fully equal. | | | | |
| 12 ea. | Filter, universal. Approx. 20" x 30" x 1". Washable, cut to fit. "Hog-Hair" Self supporting, no frame required. Kwik Kut #700 or fully equal. | | | | |
| SUB TOTAL PAGE THREE | | | | | \$ |
| SUB TOTAL PAGE ONE | | | | | \$ |
| SUB TOTAL PAGE TWO | | | | | \$ |
| GRAND TOTAL | | | | | \$ |

Exceptions to Specifications:

BID FORM-cont'd

CITY OF BIRMINGHAM, ALABAMA HVAC AIR FILTER SUPPLY CONTRACT:

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origins, and acknowledge and agree that the City encourages minority and women-owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

Bidder acknowledges receipt of _____ addenda
(addenda numbers)

This page must be returned with bid.

Date of Bid

Name (Print legibly or Type)

Company

Title

Street Address

Signature

City State Zip

Tax ID Number

Post Office Box (Zip if different from street address)

E-Mail Address

City State Zip

Telephone Number

Terms of Payment

Fax Number

Delivery Date

Website

IF AVAILABLE PLEASE SUBMIT COPY OF CURRENT CITY OF BIRMINGHAM BUSINESS LICENSE WITH THIS BID.

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

- 1. BID AWARD NOTICE ADDRESS**
- 2. PURCHASE ORDER ADDRESS**
- 3. REMITTANCE ADDRESS (and NAME if different than above)**