TO: Prospective Bidders

INVITATION TO BID NUMBER: ITB# 20-28
(A complete copy can be downloaded at www.birminghamal.gov)

SEPARATE SEALED BIDS FOR: DODGE AUTOMOTIVE PARTS

INVITATION TO BID RESPONSES WILL BE RECEIVED BY:
MELINDA A. CUNNINGHAM, SENIOR BUYER
Purchasing Division
710 North 20th Street, P-100 City Hall
Birmingham, AL 35203-2227

***IMPORTANT SOLICITATION DATES***

<table>
<thead>
<tr>
<th>BID DUE DATE:</th>
<th>BID OPENING DATE:</th>
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<tr>
<td>December 6, 2019 by 5:00 PM (Central Standard Time)</td>
<td>December 9, 2019 at 10:00 AM (Central Standard Time)</td>
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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 Employment & Bidding, then click Bidding Opportunities), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265 and requesting a copy be mailed to you.

BID OPENING WILL BE HELD AT:
Purchasing Division
P-100 City Hall
710 North 20th Street
Birmingham, AL 35203-2227

TELEPHONE INQUIRIES – NOT ACCEPTED

Telephone inquiries with questions regarding clarification of any and all specifications of the ITB will not be accepted. All questions must be e-mailed to Melinda A. Cunningham at melinda.cunningham@birminghamal.gov.

Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date. Any submission modification(s) submitted after the “Bid Due Date” may not be considered.

The City of Birmingham reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid. The City of Birmingham may award contract in whole or in part based on the needs of the City of Birmingham.

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid, attachments, and explanations thereto submitted in response to this ITB, except copyrighted material, shall become the property of the City of Birmingham regardless of the bidder selected. Response to this solicitation does not constitute an agreement between the Bidder and the City of Birmingham.

The City of Birmingham is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City of Birmingham or any other means of delivery employed by the bidder. Similarly, the City of Birmingham is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. Late bid responses will be retained in the bid file, unopened.

RELEASED BY:

PUBLISHED Birmingham News on 11/27/2019
CITY OF BIRMINGHAM-PURCHASING DIVISION
P-100 CITY HALL
710 NORTH 20TH STREET
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2265/FAX: (205) 254-2484

MELINDA A. CUNNINGHAM, SENIOR BUYER
EDWARD A. WILLIAMS, ASST. PURCHASING AGENT

INVITATION TO BID

Sealed bids marked “DODGE AUTOMOTIVE PARTS”, will be received by the Purchasing Agent, P-100 First Floor City Hall, 710 North 20th Street, Birmingham, Alabama 35203.

Bids will be accepted until 5:00 P.M. central time (standard or daylight savings time, as applicable) on DECEMBER 6, 2019. Bids submitted after these dates and times will not be considered.

Bids will be publicly opened at 10:00 A.M. on DECEMBER 9, 2019.

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Bidder. Similarly, the City is not responsible for, and will not open, any bid/proposal responses, which are received later than the date and time, indicated above. Late bids/proposals will be retained in the bid/proposal file, unopened.

TERM OF CONTRACT
Any contract resulting from this ITB will become effective upon bid award. Per Section 3-3-7(7) of the General City Code for the City of Birmingham and State Bid Law, the proposed contract shall be in effect for a minimum of one (1) year guaranteed with the option of renewal, contingent upon Council approval.

CONTACT
Questions in regards to procurement should be addressed in writing to Melinda A. Cunningham, Senior Buyer, either by fax, (205) 254-2484, or by email, melinda.cunningham@birminghamal.gov between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday.

Questions in regards to technical aspects should be addressed in writing to Cedric Roberts, Director of Equipment Management, either by fax, (205) 254-6300, or by email, cedric.roberts@birminghamal.gov between the hours of 7:00 a.m. and 3:00 p.m. Monday through Friday.

INTERPRETATIONS and ADDENDA
Any addenda will be available on the internet. Bidder is responsible for checking the website for addenda until the bid opening date. Addenda will be mailed to only those vendors who were provided a copy in person or by mail.

CORRECTIONS/AUTHORIZED SIGNATURE
Bids having any erasures or corrections must be initialed in ink. Bid must be signed in ink by an official authorized representative.

BID BOND/CERTIFIED CHECK/CASHIER’S CHECK
In order for any bid award to be considered your bid must be accompanied by an acceptable bid bond, certified check, or cashier’s check in the amount of $1,000.00 payable to the City of Birmingham. Bid bond, certified check or cashier’s 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.

All bids are to be submitted on the bid form provided and all bids are to be F.O.B Birmingham, Alabama delivered.

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 “DODGE AUTOMOTIVE PARTS”, 5:00 p.m., DECEMBER 6, 2019.” Bids may be hand delivered to Purchasing, Room P-100 First Floor, City Hall, Birmingham, Alabama or mailed to City of Birmingham, 710 North 20th Street, Birmingham, AL 35203. Bids mailed in (i.e. USPS, Federal Express, UPS, Airborne, etc.) must specify delivery to Room P-100, 1st Floor-City Hall.

Edward Williams, Asst. Purchasing Agent
CITY OF BIRMINGHAM-PURCHASING DIVISION
P-100 CITY HALL
710 NORTH 20TH STREET
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2265/FAX: (205) 254-2484

MELINDA A. CUNNINGHAM, SENIOR BUYER
EDWARD A. WILLIAMS, ASST. PURCHASING AGENT

NOVEMBER 21, 2019

ITB: 20-28

INVITATION TO BID

GENERAL
The City of Birmingham is seeking bids for the supply of DODGE AUTOMOTIVE PARTS. The basis of the bid shall consist primarily of any and all DODGE AUTOMOTIVE PARTS used by the City and stocked at various locations throughout the City. The City intends to award to the lowest priced, responsive, responsible bidder. For the purchase of personal property, the City's policy is to apply a local preference option, as allowed by the State of Alabama Code, Section 41-16-50, in determining the low bidder

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

DETAILED SPECIFICATIONS

The City shall award this contract based on the lowest total cost for the supply of DODGE AUTOMOTIVE PARTS for its fleet of mobile equipment.

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 Dodge or equal dealers located within the corporate city limits of Birmingham with heavy involvement in DODGE AUTOMOTIVE PARTS, shall be eligible for consideration of award. Bidder must have a staffed physical facility to be considered eligible for award.

The successful bidder(s) shall be responsible for the pick-up and delivery expense, personnel, trucks, etc. for any and all repairs or replacements.

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.

The maximum response time to any request for repairs shall be no greater than twenty-four (24) hours for all standard/common vehicles. The maximum completion time for non-standard/common vehicles shall be five (5) days. The definition of non-standard/common vehicles shall be auto 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. 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.

The City has limited storage facilities so timely pick-up and delivery shall be a consideration. The successful bidder(s) shall guarantee pick-up and delivery within the time frames so stated within these specifications.

Freight Charges: All prices quoted for items within this contract are to be F.O.B. delivered, City of Birmingham, Equipment Management, 515 6th Avenue South, Birmingham, Alabama, 35205.

Merchantability: For the purpose here, merchantability is defined as being fit for the ordinary purpose for which such goods are intended. All items shipped under this contract are to be new and of first line quality and condition. All items received by the Equipment Management under this contract shall be free of damages and be packed in their original packages, boxes, and/or cases.

Receiving Hours: The Equipment Management receiving hours are: 7:00 a.m. to 3:00 p.m. Monday through Friday.

Payment Questions: For any questions concerning payments for delivered items covered within this contract, please contact Mr. Cedric Roberts, at the Equipment Management, phone: (205) 254-6300, or fax: (205) 254-6578, Monday through Friday, between the hours of 7:00 a.m. and 3:00 p.m. CDT. Do not contact the Accounts Payable Division.
INVITATION TO BID

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

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

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

Substitutions of Products: The City recognizes the fact that from time to time substitutions of products other than those the vendor specifically quoted may have to occur. Any product offered as a substitute must be of equal or greater quality and value as the one being substituted for. No price increase from the original contract price will be allowed. Should the need for a substitute arise, the vendor should contact Mr. Cedric Roberts, at the Equipment Management, (205) 254-6300, Monday through Friday, between the hours of 7:00 a.m. and 3:00 p.m. CDT for approval of any substitute before shipment is made. Failure to do so will result in the rejection of the goods at the time of receipt. Approval of a substitute once does not constitute future approval. Approvals will have to be obtained from the City for each substitution occurrence before any shipment is made. In order to avoid any confusion, all request for approvals should be submitted in writing after verbal notification and before shipping. Such written notice may be faxed to the City at (205) 254-6578, ATT: Cedric Roberts. Failure to submit such written notice could result in the rejection of the goods at the time of receipt.

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

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

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

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

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

Minimum Order Quantities: The City will consider bids requiring reasonable minimum order quantities. Vendors are to state in the “Exceptions to Specifications” area for each product any minimum order quantities required for the FOB shipping of the item(s). Failure by vendor to state a minimum order quantity will obligate vendor to ship any quantity ordered by the City. The City reserves the right to determine what a “reasonable” minimum order quantity is based on the City’s historical and projected future usage information. The City will reject any bid which requires an unreasonable minimum order quantity.

Rounding Up or Down of Quantities Shipped: The City as a rule will order whole count units (cases, boxes, pallets, etc.) whenever possible. No vendor should round up or down quantities ordered by the City without first receiving approval to do so.

Maximum Delivery Time: The City has limited storage facilities so timely delivery shall be a consideration. Unless otherwise noted in the detailed specifications sections, the successful bidder(s) shall guarantee full delivery within twenty (20) working days from the receipt of purchase order for any item(s) ordered. Failure to meet this or other stated delivery requirement will constitute grounds for the termination of this contract and the declaration of the vendor(s) as a “non-responsible vendor”, which could result in the rejection of any future bids submitted by the vendor(s).

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

DELIVERY
Will be to City of Birmingham Equipment Management, 515 6th Avenue South, Birmingham, AL 35205. All associated delivery cost are to be calculated into the prices quoted. No delivery surcharges of any nature will be allowed.

All bids submitted are to be F.O.B. delivered, City of Birmingham, Birmingham AL 35203.

QUANTITIES
The quantities shown 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 these quantities as conditions require, and no bidder shall attempt to hold the quantities shown as a firm quantity under this contract. The City does not guarantee any specific quantity or dollar value of goods or services to be purchased during the life of the contract. The City shall be allowed to order at any time, in any quantity during the life of this contract.

TERMS OF PAYMENT
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.
TAX
The City of Birmingham is exempt from all Federal Tax, and sales and use tax, except Alabama tax on oils, lubricants and fuels specifically bought for over-the-road transportation use.

PRE-PAYMENTS
No prepayments of any kind will be made prior to shipment.

INVOICING
All invoices must agree with the purchase order in description and price and include the following information:
1.) Purchase Order Number
2.) Ship to Department Name and Address
3.) In order to ensure prompt payment, ALL ORIGINAL INVOICES* MUST BE SENT TO:

CITY OF BIRMINGHAM
EQUIPMENT MANAGEMENT
515 6TH AVENUE SOUTH
BIRMINGHAM, AL 35205

*If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the City to process payment. Invoices that do not reference an authorized Purchase Order will be returned to the vendor.

THIRD-PARTY “REMIT-TO”
If bidder has a third-party “remit-to” company, that information must appear on the Bidder’s response. The City of Birmingham will send payment to the company designated by Bidder on its response, but will not be responsible for resolving payment issues, should the Bidder change payment processing companies after a payment has been mailed or without forty-five (45) days written notification to the Purchasing and General Accounting divisions of the City of Birmingham.

REDUCTION IN COST
Bidder agrees that the City of Birmingham will be charged no more for item(s) bid than the State of Alabama, and that in the event of a price reduction; the City will receive the benefit of such reduction on any undelivered portion of contract.

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.

PRICES
Include all labor, materials, equipment, overhead and profit to complete projects as specified. Bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction. All such costs are to be included in the price bid for each project. City will not pay any additional items of cost listed separately.

AWARD
Contract will be awarded to the lowest, most responsive and responsible bidder who meets all bid requirements and has a history of successfully providing like products.

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.
CITY OF BIRMINGHAM-PURCHASING DIVISION
P-100 CITY HALL
710 NORTH 20TH STREET
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2265/FAX: (205) 254-2484

MELINDA A. CUNNINGHAM, SENIOR BUYER
EDWARD A. WILLIAMS, ASST. PURCHASING AGENT

NOVEMBER 21, 2019
ITB: 20-28

INVITATION TO BID

CONTRACT AWARD
The contract shall become effective from the date in the Notification of Award letter which will be mailed to the successful vendor. Contract award to purchase the service covered in this bid document shall be construed under and governed by the law of the State of Alabama and each party thereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

SINGLE BID
If a single bid response is received for this ITB, the bid will be rejected in accordance with Title 41-16-50-a of the Alabama Code. The bid will be opened but will not be read publicly. We will proceed with negotiations for a lower price with the rejected Bidder and other Bidders by means of sealed quotes. The rejected Bidder’s initial offer will not be disclosed to other Bidders, prior to the awarding of a contract. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications required by the City are met.

NEGOTIATIONS
The City of Birmingham reserves the right to enter into contract negotiations with the selected Bidder. If the City and the selected Bidder cannot negotiate a successful contract, the City may terminate negotiations and begin negotiation with the next selected Bidder. This process will continue until a contract has been executed or all proposals have been rejected. No Bidder shall have any rights against the City arising from such negotiations.

Should other DODGE AUTOMOTIVE PARTS or related items currently not shown on the bid form, be required during the life of the contract, the City reserves the right to seek verbal bids from only the responsive respondents of this Invitation To Bid, and to make an award of these additional items to the lowest responsive, responsible bidder (s) for the remaining life of this contract.

PURCHASE ORDERS
The City will issue purchase order(s) to the successful bidder for the goods and/or services (bid items) that are the subject of the bid. Unless otherwise agreed in a writing that is signed by both parties, the entire agreement between the City and the successful bidder concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) the contemplated purchase order(s), (b) this Invitation to Bid and Specifications and (c) your bid (collectively, the “Contract Requirements”). These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of vendor’s goods and/or services. By acceptance of the City’s purchase order(s), the successful vendor agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

Successful bidder shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

ADDITIONAL PURCHASES
The City has attempted to list all hardware and small tools used by its departments, if mutually agreed upon, additional contracts may be executed, based upon this bid for the same item(s) or related types and/or sizes.

Bids may be solicited for the 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.

EMERGENCY PURCHASES
Bids may be solicited for products included in this contract where immediate/emergency need exists, including large quantities. The decision of the Purchasing Agent as to what constitute a biddable situation shall be final and shall not be construed as a breach of contract.
TERMINATION OF CONTRACT
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.

CANCELLATION
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 services, item(s) and/or product line(s) being supplied is/are failing to perform satisfactorily. Failure to deliver as specified and in accordance with the bid submitted will constitute sufficient grounds for cancellation.

CONFLICT OF INTEREST
Contractor covenants and declares that it has not, and will not, acquire any interest, directly or indirectly, in any property acquired by the City during the term of this Agreement. Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the services required under this Agreement a violation of any applicable Federal, State or local law. In the event that any conflict of interest should hereinafter arise, Contractor shall promptly notify the City in writing of the existence of such conflict of interest.

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

PUBLIC DISCLOSURE
Subject to applicable law or regulations, the content of each Bidder’s Proposal shall become public information upon the effective date of any resulting contract.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
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.

W-9
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.

BUSINESS LICENSE
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. A copy of his/her license may be submitted along with his/her bid. In the event you receive a notification of intent to award letter, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt. Failure to submit the requested information will result in the notice of intent to award being revoked.

PUBLIC DISCLOSURE
Subject to applicable law or regulations, the content of each Bidder’s Proposal shall become public information upon the effective date of any resulting contract.
TELEGRAPHIC/ELECTRONIC BID RESPONSES
Bid responses sent by electronic devices (i.e., facsimile machines and email) are not acceptable and will be rejected upon receipt. Vendors will be expected to allow adequate time for delivery of their bid responses either by airfreight, postal services, or by other means.

E-VERIFY
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.

GOVERNING LAW/DISPUTE RESOLUTION
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.

STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9
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.

HOLD HARMLESS AND INDEMNIFICATION
Vendor(s) shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the “Indemnitees”) 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, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter “Claims”) by any third parties (including any employee, subcontractor or representative of the Vendor, hereafter a “Vendor Representative”) that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor’s performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Vendor or its Vendor Representative may encounter; or (c) the use or occupancy of the work sites by Vendor or any Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnitee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnitee(s) for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitee(s).

LAWS, PERMITS
The bidder’s attention is directed to the fact that all applicable state laws, municipal ordinances and rules and regulations of the authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

PROHIBITION AGAINST BOYCOTTING
By signing this contract, the Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.
INVITATION TO BID

GENERAL
The City of Birmingham expressly reserves the right to reject any or all bids, or parts of bids, or to re-bid and to make the award or awards as the best interest of The City of Birmingham appears.

GUARANTEE
Bidder certifies by bidding, that he is fully aware of the conditions of service and purpose for which item(s) included in this bid are to be purchased, and that his offering will meet these requirements of service and purpose to the satisfaction of Community Development Department and The City of Birmingham Finance Purchasing Division and its agent.

Melinda A. Cunningham
Senior Buyer
CITY OF BIRMINGHAM-PURCHASING DIVISION  
P-100 CITY HALL 
710 NORTH 20TH STREET  
BIRMINGHAM, AL 35203-2227  
OFFICE: (205) 254-2265/FAX: (205) 254-2484

MELINDA A. CUNNINGHAM, SENIOR BUYER  
EDWARD A. WILLIAMS, ASST. PURCHASING AGENT  
NOVEMBER 21, 2019  
ITB: 20-28

BID FORM

In order for any bid award to be considered that exceeds $10,000.00 your bid must be accompanied by an acceptable bid bond, certified check or cashier’s check in the amount of $1,000.00. **BIDS SUBMITTED WITHOUT ONE WILL NOT BE ACCEPTED.**

Submitted below is my firm bid for DODGE AUTOMOTIVE PARTS for the City of Birmingham. Per Section 3-3-7(7) of the General City Code for the City of Birmingham, the proposed contract shall be in effect for a minimum of one (1) year. Upon approval of both parties, the life of this contract shall exist with the provision that no price increase in the original bid prices shall be allowed, in accordance with your Invitation to Bid and Specifications dated November 21, 2019. Prices quoted are f.o.b. Birmingham, AL, and I am bidding in exact accordance with the specifications except as listed below.

<table>
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<tr>
<th>#</th>
<th>Description</th>
<th>Part Number</th>
<th>Qty.</th>
<th>OEM Price</th>
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<td>Muffler</td>
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<td>Door Trim</td>
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**NAME OF YOUR COMPANY**
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PERCENTAGE OFF PARTS NOT LISTED: __________%

MAXIMUM DISCOUNT:

GUARANTEED DISCOUNT IF BID IS RENEWED FOR 2ND YEAR: __________%

GUARANTEED DISCOUNT IF BID IS RENEWED FOR 3RD YEAR: __________%
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.

**EXCEPTION TO SPECIFICATIONS: (use extra pages if necessary)**

Bidder acknowledges receipt of ____________ addenda(s).

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<th>Date of Bid</th>
<th>Name (Print legibly or Type)</th>
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**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)**

---

**NOVEMBER 21, 2019**

**ITB: 20-28**