

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 WILLIAMS, ASSISTANT PURCHASING AGENT

OCTOBER 13, 2020
ITB# 21-10

TO:	Prospective Bidders
INVITATION FOR BID NUMBER:	21-10 (A complete copy can be downloaded at www.birminghamal.gov)
SEPARATE SEALED BIDS FOR:	PROPANE GAS AND EXCHANGE GAS CYLINDERS
INVITATION TO BID RESPONSES WILL BE RECEIVED BY:	Melinda A Cunningham, Senior Buyer Purchasing Division 710 North 20 th Street, P-100 City Hall Birmingham, AL 35203-2227

IMPORTANT SOLICITATION DATES

BID DUE DATE:	BID OPENING DATE:
OCTOBER 29, 2020 by 5:00PM (Central Standard Time)	OCTOBER 30, 2020 at 10:00AM (Central Standard Time)

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 on 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 @ 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Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date.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 Opening Due Date” may not be considered.**

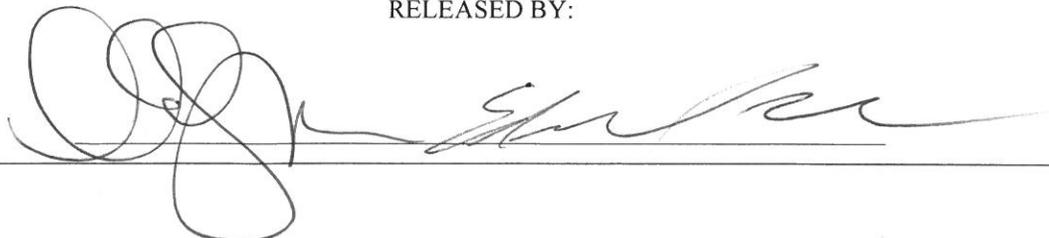
The City of Birmingham reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid. The City of Birmingham may award contract in whole or in part based on the needs of the City of Birmingham.

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.

Published-Birmingham News 10/16/2020

RELEASED BY:



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INVITATION TO BID – *Continued*

Sealed bids marked "**PROPANE GAS AND EXCHANGE GAS CYLINDERS**" will be received by the Purchasing Agent, P-100 First Floor of City Hall, 710 North 20th Street, Birmingham, Alabama 35203.

Bids will be accepted until 5:00PM central time (standard or daylight savings time, as applicable) on **THURSDAY, OCTOBER 29, 2020**. **Bids submitted after these dates and times will not be considered.**

Bids will be publicly opened at 10:00AM on FRIDAY, OCTOBER 30, 2020.

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.

IN AN EFFORT TO MINIMIZE THE SPREAD OF COVID-19, ALL PARTICIPANTS ARE REQUIRED TO WEAR A FACE COVERING AND PRACTICE SOCIAL DISTANCING.

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.

TERM OF CONTRACT

Any contract resulting from this ITB will become effective upon bid award. Per Section 3-3-7(7) of the Birmingham City Code 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.

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.

CERTIFIED CHECK / BID BOND / 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.

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.

All bids submitted on the bid form provided delivered F. O. B. City of Birmingham, Birmingham, AL 35203.

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 "**ITB# 21-10 PROPANE GAS AND EXCHANGE GAS CYLINDERS**", **5:00 PM, THURSDAY, OCTOBER 29, 2020**. 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.

mc: BN 10/16/2020


Edward Williams, Assistant Purchasing Agent

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INVITATION TO BID – *Continued*

GENERAL

The City of Birmingham is seeking bids for an annual contract for the supply of Propane Gas with an Exchange Program Gas Cylinder Program. The basis of the bid shall consist primarily of the supply and delivery of any and all propane gas and exchange cylinder used by The City of Birmingham. "PROPANE GAS AND EXCHANGE GAS CYLINDERS" for use by the Equipment Management Department.

CONTACT

Questions regarding procurement should be addressed to Melinda Cunningham, Purchasing Division at 205-254-287 or by email, melinda.cunningham@birninghamal.gov between the hours of 8:30 AM and 5:00 PM, Monday through Friday.

Questions regarding technical aspects should be addressed to Cedric Roberts, Director of Equipment Management at 205-254-6300 or by email, cedric.roberts@birninghamal.gov between the hours of 8:30 AM and 5:00 PM Monday through Friday.

FORM 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.

TELEGRAPHIC/ELECTRONIC BID RESPONSES

Proposal 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.

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. Each bidder may submit a copy of his/her license along with his/her bid. However, 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.

CERTIFIED CHECK / BID BOND / 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.

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.

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INVITATION TO BID – Continued

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.

DETAILED SPECIFICATIONS

This contract shall be for the supply of propane gas cylinder exchange program whereby the successful vendor will be required to provide exchange propane cylinders to the City's various facilities and to provide and service a secured propane cylinder storage cabinet(s), stocked with exchange cylinders at the City's designated bulk storage location(s).

The quantities shown on the Bid Form are estimated quantities based on past usage and are provided for evaluation purposes only and no bidder shall attempt to hold the quantities mentioned as a firm quantity under this contract. The City reserves the right to purchase more or less than these amounts as conditions require. The successful vendor will be required to service the City as its requirement dictate.

Timely delivery and the servicing of exchange cabinet(s) is a requirement of the contract. Failure to deliver any order within forty-eight (48) hours (two (2) business days) of date of order placement or the failure to maintain the cabinet servicing schedule(s) (**every two weeks**) will result in the 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 contract is for the purchase of HD-5 consumer grade propane suitable for use as an internal combustion engine fuel. Propane fuel sold under this contract will be used to fuel such equipment as forklifts, lawnmowers, etc. Do not quote propane fuel grades unsuitable for use as vehicle fuel.

The primary usage of the propane fuel supplied within this contract will be for the City's fleet of propane powered, air cooled engine lawn mowing equipment. The bulk of these mowers use thirty-three pound (33#) aluminum cylinders. There are also a small number of twenty pound (20#) pound cylinders in use that are used on some mower brands. These cylinders are designed to dispense gas as a vapor and are designed specifically for use in mowing equipment (opposite hand threads at dispensing valve).

Due to the anticipated demand for gas cylinders for these mowers the successful vendor will be required to provide, service and maintain a secured exchange cylinder cabinet(s) stocked with cylinders (vendor owned) on the City's premises. The cabinet(s) to be provided should be of the correct design for the cylinder size and type to be stored within. The success vendor will be required to maintain the storage cabinet(s) so that it remains functionally sound and vandal resistant. All cylinders provided by the vendor are to be in compliance with rules and regulations governing such cylinders and vendor will recertify and maintain all cylinders provided to the City under the exchange program. Vendor is to state the number of cylinders each cabinet will house. City anticipates storage of 35-45 cylinders.

The vendor will provide full cylinders of propane (approximately 24 per month) for the empty cylinders in the cabinet(s). The vendor will be required to service said cabinet(s) on a minimum bi-weekly (every two weeks) basis during mowing season (approximately March through October) to ensure the City has a constant supply of full cylinders. This service frequency will be subject to modification based on demand.

The storage cabinet(s) will be installed at the City's Public Works Department's Southside District Office located at 501 6th Avenue South, Birmingham, AL 35205. Should the City require additional storage cabinets and cylinder inventory at the Southside District Office, or any other district office, the vendor will be required to provide and service these additional cabinets and cylinders.

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INVITATION TO BID – *Continued*

The secondary usage of the propane supplied within this contract will be for use in forklifts and industrial equipment located at various City facilities. This equipment uses primarily thirty-three pound (33#) steel or aluminum cylinders. This equipment normally uses cylinders designed to dispense liquid fuel. This vendor will supply each location with an appropriate inventory of exchange cylinders and service those cylinders based on a frequency schedule to be determined by the facility. Normally these facilities do not require storage cabinets. However, should the volume of stored cylinders at a facility reach the level where a storage cabinet is deemed necessary, the vendor will be required to supply one as per the terms of the contract.

PRICING STRUCTURE:

The contract price will be based on the average terminal price per gallon for the product at the Demopolis, Alabama terminal as listed in the Daily Wholesale Rack Report emailed daily by Oil Price Information Service, a publication of United Communications Group, 11300 Rockville Pike, Suite 1100, Rockville, MD, 20852 hereinafter referred to as OPIS. The City will use the preceding Thursday's terminal averages to establish the fuel pricing for the following week. Each preceding Thursday's OPIS average price will go into effect for all City purchases beginning the following Monday at 12:01AM and that price shall remain in effect until the following Sunday at 11:59PM.

All bidders are to quote an amount of Margin/Increment over/under the OPIS average terminal price per gallon. This Margin/Increment will be added/subtracted to the weekly OPIS average terminal price for the product to arrive at the City's weekly price. The Margin/Increment will be added/subtracted to the weekly OPIS average terminal price for the product to arrive at the City's weekly price. The Margin/Increment price shall include all transportation cost, all operating cost, and the vendor's profit.

The City of Birmingham is exempt from most government imposed sales and excise taxes. Do not include any government imposed taxes, fees, or other charges in the Margin/Increment. Any additional charges (ex: hazardous material or environmental charges, fuel surcharges, etc.) should be shown on the Bid Form in the appropriate provided space(s). Any such additional charges are to be shown separately on billing invoices. Any charges of any nature not indicated by the bidder on the Bid Form will be disallowed.

The first price of the contract will be based on the last OPIS average price published before the effective date of the contract. Prices shall then be adjusted on Mondays based on the OPIS average for the preceding Thursday. The City, upon receipt of each OPIS publication, will notify the vendor of the effective price for the week.

If an error occurs in a price listed in OPIS, it will be corrected and the new price determined from such corrections only if it is corrected by OPIS in a subsequent issue within two issues of the issue which had the error.

In the event the prices for the Demopolis, Alabama terminal are not published, the prices will not be subject to change until the Monday following the next OPIS publication/issue which includes this information.

It is understood and agreed that orders will be invoiced at the established contract price in effect on the date orders are delivered.

Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer but is solely for the purpose of indicating the type, size and quality of materials, products, service, or equipment considered best adapted to the City of Birmingham's intended use. Proprietary specifications may be waived for functional equivalents offered and approved by The City of Birmingham Department designee.

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INVITATION TO BID – *Continued*

NON-RESPONSIVE BIDDER

Three (3) failures by a vendor in a twelve (12) month period to complete awarded projects within the stated completion time frame will force the City to determine the vendor to be a non-responsible vendor, and that vendor will not have future bids considered for a period of twelve (12) months.

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

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. The proposed contract shall be for a period of one (1) year with an option to renew twice at one (1) year terms. Overall award is not to exceed three (3) years.

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.

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.

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 lines(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.

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

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INVITATION TO BID – *Continued*

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.

Vendor must have a purchase order from the City of Birmingham stating the specific address for each structure to be rehabilitated before starting any work under this contract. Any work started by the vendor prior to receipt of a purchase order is at the vendor’s own risk and expense. The City will not pay for any work unless a purchase order was issued before the work was initiated.

ADDITIONAL PURCHASES

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 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.

QUANTITIES

The quantities on the Bid Form are **estimated annual usages 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.

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 the address indicated on purchase order.

*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.**

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.

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INVITATION TO BID – *Continued*

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.

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.

DELIVERY

Will be to various locations in the City of Birmingham as indicated on purchase orders.

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

The City of Birmingham has limited storage space, so timely delivery shall be a consideration.

PAYMENT TERMS

The City’s standard payment terms are net 30 days from acceptance. Exceptions may be allowed for discounted early payments, such as 2% 10 net 30 days. The City will not consider any bids requiring C.O.D. payments.

PRE-PAYMENTS

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

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.

INSURANCE

Liability Insurance: For the duration of this contract and for limits not less stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with a maximum of \$1,000,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Contractor 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; (iii) professional liability of \$1,000,000.00 limit for claims arising out of professional services caused by contractor’s errors, omissions or negligent acts; and (iv) Workman’s Compensation coverage in an amount adequate to comply with the statutory requirements. The City’s bid number (21-08) must appear on any/all copies of the certificate of insurance.

All such insurance shall be provided by a policy or policies issued by a 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. Bidder is to provide written documentation of the company’s rating with their bid.

The Contractor may use umbrella or excess liability insurance to achieve the required coverages, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein.

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INVITATION TO BID – *Continued*

City Additional Named Insured: Except for Worker’s Compensation coverage, all coverages shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work.

The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability, but shall allow coverage for the City to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG 2010.1185.

Policies Primary: All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

Waiver of Subrogation: Contractor shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City, and its officers, employees, agents, contractors and subcontractors. Further, Contractor hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the Contractor or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

PENALTIES

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 this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from the successful bidder.

CONFIDENTIALITY

Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of the City information whether deemed confidential or not.

NON-COLLUSION

Contractor covenants and declares that it has not employed any person to solicit or procure this Agreement and that Contractor has not made, and will not make, any payment of any compensation for the procurement of this Agreement. The covenant contained herein shall survive the expiration or earlier termination of this Agreement.

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, sex, gender identity, sexual orientation, disability, familial status, or national origin 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.

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EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**OCTOBER 16, 2020
ITB: 21-10**

INVITATION TO BID – *Continued*

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.

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 shall participate in the E-Verify program as required under the Beason-Hammon Alabama Taxpayer and Citizen Protection 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.

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.

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 any 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.

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INVITATION TO BID – *Continued*

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.

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

Melinda A. Cunningham, Senior Buyer

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BID FORM COMPLETION INSTRUCTIONS:

For the purpose of evaluation, a sample order is shown on the Bid Form. The sample order has a **fictitious** OPIS average shown for the purpose of calculating end cost to the City. This **fictitious** OPIS average has no basis in reality and actual market prices may vary widely at the time of bid publication. Bidders are to complete the form, indicating; margin/increment above/under the OPIS average and any other cost not specifically addressed within your margin/increment.

“Other Charges” – any other charge(s) not included in the margin/increment that may apply to every order should be shown here detailing the cost and how cost is to be applied (Ex: Haz Mat or Environmental charge; applied per invoice regardless of quantities shown or per individual cylinder, etc.) **Any and all “Other Charges” will be a consideration of award.**

“Rental Charges” – any charge(s) for gas cylinders and/or storage cabinet(s) if applicable are to be shown in the appropriate space on the Bid Form and details provided on how such charges will be applied (ex: weekly, monthly, etc.). Cabinet rental cost is to be shown as an annual cost per cabinet. **Any and all such charges will be a consideration of award.**

Lost or Damaged Cylinders: Each bidder is to quote a firm price for the replacement cost of any lost or damaged exchange cylinders belonging to the vendor. These prices will remain firm for the life of the contract.

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BID FORM

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.

Submitted below is my firm bid for **PROPANE GAS AND EXCHANGE GAS CYLINDERS** for the City of Birmingham for a period of one (1) year, in accordance with your invitation to bid and specifications dated OCTOBER 16, 2020. Prices are F.O.B. Birmingham, AL picked-up and I am bidding in accordance with specifications except as listed below.

PROPANE GAS:

Margin of Markup Over (+) Or Markdown (-) From OPIS Weekly Average: _____

Other Charges: \$ _____ \$ _____ \$ _____

Explanation(s) of "Other Charges":

One Week Sample Order:

Approx Qty	OPIS Average	Margin Fee (+) Over (-) Under	Other Charges	Grand Total	Propane Annual Total
189 Gallons x	<u>1.3750/Gal</u>	+ _____ or - _____/(Gal)	+ _____	= \$ _____	x 12 \$ _____

*NOTE: OPIS Average supplied is a fictitious price for evaluation purposes only.
DO NOT INCLUDE ANY FEDERAL, STATE, COUNTY OR CITY TAXES/FEES.

LINE NO	DESCRIPTION	ESTIMATE D QTY	UNIT PRICE	ANNUAL PRICE (x 12)
1	33# Cylinder Rental Fee	288	\$ Each	\$
2	20# Cylinder Rental Fee	8	\$ Each	\$
3	Exchange Cylinder Storage Cabinet Rental Fee Cylinder Storage Capacity Per Cabinet _____	1	\$ Year	\$
Rental Fee Annual Total				\$

NAME OF YOUR COMPANY _____

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BID FORM – Continued

Propane Annual Total \$ _____
Rental Fee Annual Total \$ _____
Grand Total \$ _____

Detailed Explanation of Rental Fees:

Firm Cost for Lost or Damaged Vapor Service Exchange Cylinders:

20 LB Alum Cylinders: \$ _____ 33 LB Alum Cylinders: \$ _____
20 LB Steel Cylinders: \$ _____ 33 LB Steel Cylinders: \$ _____

Firm Cost for Lost or Damaged Liquid Service Exchange Cylinders:

20 LB Alum Cylinders: \$ _____ 33 LB Alum Cylinders: \$ _____
20 LB Steel Cylinders: \$ _____ 33 LB Steel Cylinders: \$ _____

Delivery is guaranteed no later than _____ day(s) after order date.

MAXIMUM DISCOUNT:

Guaranteed discount if bid is renewed for 2nd year: _____ %
Guaranteed discount if bid is renewed for 3rd year: _____ %

NAME OF YOUR COMPANY _____

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SIGNATURE PAGE

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).
(addenda numbers)

This page must be returned with bid.

DUNS # _____

Date of Bid

Name (Print legibly or Type)

Company

Title

Street Address

Signature

City State Zip

Tax ID Number

Post Office Box

E-Mail Address

City State Zip

Telephone Number

Terms of Payment

Fax Number

Delivery Date

Cell Phone

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

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

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

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DEBARMENT STATEMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

Bidder/Offeror certifies to the best of its knowledge and belief, that it and its principals:

- a) Are Are Not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- b) Have Have Not within a three-year period preceding award of this consulting agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are Are Not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (b) above; and

- d) Have Have Not within a three-year period preceding award of this consulting agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENT

All organizations responding to solicitations must provide their nine digit Data Universal Number System (DUNS) number on the signature page within this document. Submissions which do not include the organization's DUNS number may be deemed nonresponsive. DUNS numbers must be provided before an award can be made to facilitate System Award Management (SAM) certification <https://www.sam.gov/portal/SAM/#1> Companies that do not have a DUNS number may visit <https://www.sba.gov/federal-contracting/contracting-guide/basic-requirements> for more information. *The City of Birmingham does not provide DUNS numbers.*

Vendor Authorized Signature

Date

Typed or Printed Name

Bid No.

DUNS Number

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NOTARIZED AFFIDAVIT AND WARRANTY:

The bidder warrants that the bid submitted is not made in collusion with any other bidders, or in the interest of or on behalf of an undisclosed party; that the bidder has not, directly or indirectly, induced any other bidder to put in a sham bid 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 bid for the privileges provided in this invitation. All the information contained in the bid may be relied upon by the City of Birmingham in awarding demolition services, and everything contained herein is warranted by the bidder to be true.

DATE

NAME OF COMPANY

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

NOTARY PUBLIC

MY COMMISSION EXPIRES