CITY OF BIRMINGHAM-PURCHASING DIVISION
710 NORTH 20TH STREET
P-100 CITY HALL
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2878/FAX: (205) 254-2484

MELINDA CUNNINGHAM, SENIOR BUYER
CARMEN JONES, PURCHASING AGENT

MARCH 28, 2022
ITB: 22-61

TO:	Prospective Bidders
INVITATION TO BID NUMBER:	**22-61 (A complete copy can be downloaded at www.birminghamal.gov)**
SEPARATE SEALED BIDS FOR:	**Custom Vehicle Graphics**
INVITATION TO BID RESPONSES WILL BE RECEIVED BY:	Melinda Cunningham, Senior Buyer Purchasing Division 710 North 20th Street, P-100 City Hall Birmingham, AL 35203-2227

*****IMPORTANT SOLICITATION DATES*****

BID DUE DATE:	**BID OPENING DATE:**
APRIL 18, 2022 by 5:00 PM (Central Standard Time)	**APRIL 19, 2022 at 10:00 AM (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 Work, then click on Bidding Opportunities), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2878 and requesting a copy be mailed to you.

BID OPENING WILL BE HELD AT:
Purchasing Division
710 North 20th Street
P-100 City Hall
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 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Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date.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:

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INVITATION TO BID

Sealed bids marked "**Custom Vehicle Graphics**" will be received by the City of Birmingham Purchasing Agent, P-100 First Floor of City Hall, 710 North 19th Street, Birmingham, Alabama 35203.

Bids will be accepted until 5:00 P.M. central time (standard or daylight savings time, as applicable) on **APRIL 18, 2022**.

Bids submitted after these dates and times will not be considered.

Bids will be publicly opened at 10:00 AM on APRIL 19, 2022.

In an effort to decrease the spread of COVID-19, bid opening will be held virtually via WebEx at **10:00 AM on APRIL 19, 2022**. Login information can be found on the City's website at www.birminghamal.gov (go to link titled **Work**, then click **Bidding Opportunities**).

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/bid responses, which are received later than the date and time, indicated above. Late bids/bids will be retained in the bid/bid file, unopened.

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.

Bidders are required to provide an original and two (2) copies of their bid response.

TERMS 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 to renewal for two (2) additional one-year terms, contingent upon Council approval. The life of this contract shall exist with the approval of both parties with the provision that no price increase in the original bid prices shall be allowed.

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.

CERTIFIED CHECK/BID BOND/CASHIER'S CHECK

It is required for any contract exceeding $10,000.00 that the bidder submits with his bid a certified check, a cashier's check, or a bid bond payable to the City of Birmingham in the amount of $1,000.00. 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.

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

Bids must be submitted in a sealed envelope marked **ITB# 22-61 "CUSTOM VEHICLE GRAPHCS", 5:00 PM, APRIL 18, 2022.** 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.

PUBLISHED IN BIRMINGHAM NEWS 04/01/2022

Carmen Jones, Purchasing Agent

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MARCH 28, 2022
ITB: 22-61

INVITATION TO BID *Continued*

GENERAL
The City of Birmingham is seeking bids for Custom Vehicle Graphics. All vehicles that pertain to this service are property of The City of Birmingham. Award will be made based on the lowest priced responsive, responsible bid submitted.

CONTACT
Questions regarding procurement should be addressed in writing to Melinda Cunningham, Purchasing Division, either by fax, (205) 254-2484, or by email, melinda.cunningham@ birminghamal.gov between the hours of 8:00 AM and 4:00 PM, Monday through Friday.

Questions regarding technical aspects should be addressed in writing to Cedric Roberts, Director of Equipment Management by email, cedric.roberts@birminghamal.gov between the hours of 8:00 AM and 4:00 PM Monday through Friday.

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.

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.

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.

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.

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.

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.

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.

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MARCH 28, 2022
ITB: 22-61

INVITATION TO BID *Continued*

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.

REQUIRED DOCUMENTS:

Bidder is to outline their Company's background, including:

- How long the company has been in business.
- Brief description of the company, including past history, present status, future plans, etc....
- Number of governmental customers where bidder has implemented like services.
- Location of the company home office from where the project manager will be based.

Bidder must provide 3 references

- Organization Name
- Contact Name
- Email
- Telephone Number

*References are required for completed jobs of like service and size such as what is being bid.

SPECIFICATIONS

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 Director of Equipment Management.

The City of Birmingham "Police Badge" included City Seal and other decals may not be reproduced without the expressed written permission of the City of Birmingham. Selected contractor will be granted permission through execution of the awarded contract. All artwork/graphic packages will be limited to a one-time development fee. Artwork/graphic packages developed for this contract will be considered the property of the City of Birmingham and must be forfeited to the Fleet Department at the end of the contract. Interested vendors should submit a bid to provide the City with the following:

1. Police Car Striping & Decal Kit

   All decals and striping shall be made of 3M Brand Scotchlite #680CR reflective material with a 3M Scotchacal 8518 Gloss Overlaminate. Decals shall have an expected performance life of 9 years from the date of purchase. No substitution of the specified 3M Brand material is allowed. Police car decals and striping shall be sold as a complete kit and as individual components. Attached "Exhibit A" is a rendering of the decal and striping for the sides of the vehicles. The City police badge is affixed as part of the striping on the front fender. A reproduction of the badge ("Exhibit B") is attached. The rear of the vehicle is attached "Exhibit C" and the Front is attached as Exhibit "D". The City of Birmingham is requesting the decal kit for the following vehicles 2021 Tahoe Pursuit SUV, 2021 Ford Utility, 2021 Dodge Charger and 2021 Ford F150 Pursuit. Therefore, the decals must be cut to fit the dimensions of these vehicles. The door wrap is not included in this kit.

   Decals other than Police

   From time to time the City of Birmingham will need other decals created other than the Police ones listed in this specification. Unless otherwise noted they will be made from the same type material as the Police Decals.

2. Police Half Wrap Kit

   All wrap material shall be made of 3M Brand material suitable for applying decals on. The wrap shall be warranted against fading for a minimum of 5 years from the date of purchase. Half Wrap Kits shall include all 4 doors and the roof for the following vehicles 2021 Tahoe, 2021 Ford Utility, 2021 Dodge Charger and 2021 Ford F150 Pursuit. See exhibit's E, F & G. Police car Wrap Kits shall be sold as a complete kit and as individual components. For example, please provide pricing all 4 doors and roof as a kit. In additional, please provide cost as individual components.

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INVITATION TO BID ***Continued***

3. Illustrations

EXHIBIT A The Door (*Wrap is not part of this item*)

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INVITATION TO BID *Continued*

3. Illustrations Continued

EXHIBIT B Police Badge

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INVITATION TO BID *Continued*

3. Illustrations Continued

EXHIBIT C Vehicle Rear

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INVITATION TO BID *Continued*

3. Illustrations Continued

Exhibit D Front of Vehicle

INVITATION TO BID *Continued*

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.

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 40-12-222.) 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. The contract shall become effective from the date of the Notification of Award letter which will be mailed to the successful bidder.

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 Oder will be returned to the vendor.

Each bidder is responsible for all costs involved in the preparation of the bid, providing any sample requested, including transportation to and from the City site and any other costs incurred by the bidder during the bid process.

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.

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 bid price.

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 reference date for all such discounted early payment terms will be the date the invoice is received or the date the goods were 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.

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.

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.

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.

CONTRACT AWARD
The contract shall become effective from the date noted in the Notification of Award letter(s) to be mailed to the successful vendor final execution of a written agreement between the successful bidder and the City, attested by the City Clerk. Contract award to purchase the service covered in this bid document shall be constructed 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.

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.

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.

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.

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.

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

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.

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INVITATION TO BID *Continued*

ADDITIONAL PURCHASES

The City has attempted to list all items required for **Custom Vehicle Graphics** required during the term of the contract, 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.

INSURANCE REQUIREMENTS

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 limits of not less than $1,000,000.00 total with a maximum of $500,000.00 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 $500,000.00 bodily injury per occurrence, $500,000.00 property damage or combined single limit of $500,000.00; and (iii) Workman's Compensation coverage in an amount adequate to comply with the statutory requirements. The City's bid number **(22-61)** 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.

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.

Proof of Coverage: Before the commencement of services or work hereunder, the Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. Evidence of insurance will not be accepted on a per event basis. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City. In the event that the City is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Contract, the Contractor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein.

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.

During the performance of this contract the contractor (Consultant/Vendor) agrees as follows:

(a) Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and the Vendor may be declared ineligible for further municipal contracts.

HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES

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

OFFSET FOR OVERDUE FEES, TAXES, ETC.

Pursuant to Executive Order of the Mayor of Birmingham No. 76-09 (effective as of August 21, 2009), Vendor acknowledges and agrees that the City has the right to deduct from the total amount of consideration to be paid, if any, to Vendor under this Agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from Vendor.

IMMIGRATION LAW COMPLIANCE

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

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INVITATION TO BID *Continued*

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. 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.

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.

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.

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).

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

CITY OF BIRMINGHAM-PURCHASING DIVISION
710 NORTH 20TH STREET
P-100 CITY HALL
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2878/FAX: (205) 254-2484

MELINDA CUNNINGHAM, SENIOR BUYER
CARMEN JONES, PURCHASING AGENT

MARCH 28, 2022
ITB: 22-61

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 **Custom Vehicle Graphics** for the City of Birmingham for a period of one (1) year, in accordance with your invitation to bid and specifications dated MARCH 28, 2022. Prices are F.O.B. Birmingham, AL picked-up and I am bidding in accordance with specifications except as listed below.

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.

GROUP I: DECALS

LINE NO	DESCRIPTION	QUANTITY	UNIT COST	EXTENDED COST
1	2021 Police Utility Complete Set	30 Sets	$	$
2	2021 Police Utility Door Decal, 2 Sides	1 Each	$	$
3	2021 Police Utility Badge	1 Each	$	$
4	2021 Police Utility Birmingham Police Rear	1 Each	$	$
5	2021 Police Utility Dial 911, Set of 3	1 Each	$	$
6	2021 Police Utility Vehicle Number, Set of 4	1 Each	$	$
7	2021 Tahoe Complete Set	20 Sets	$	$
8	2021 Tahoe Door Decal, 2 Sides	1 Each	$	$
9	2021 Tahoe Badge	1 Each	$	$
10	2021 Tahoe Birmingham Police Rear	1 Each	$	$
11	2021 Tahoe Dial 911, Set of 3	1 Each	$	$
12	2021 Tahoe Vehicle Number, Set of 4	1 Each	$	$
13	2021 Charger Complete Set	10 Sets	$	$
14	2021 Charger Door Decal, 2 Sides	1 Each	$	$
15	2021 Charger Badge	1 Each	$	$
16	2021 Charger Birmingham Police Rear	1 Each	$	$
17	2021 Charger Dial 911, Set of 3	1 Each	$	$
18	2021 Charger Vehicle Number, Set of 4	1 Each	$	$
19	Setup/Development Fee	1 Each	$	$
			GROUP I TOTAL	**$**
Cost per hour of development for any future configurations other than the patrol unit standard configuration			$	Per Hour
Cost per square foot for printed/laminated material for any future configurations other than the Patrol Unit Standard Configuration.			$	Per Square Foot

COMPANY NAME _____

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BID FORM

GROUP II: WRAPS

LINE NO	DESCRIPTION	QUANTITY	UNIT COST	EXTENDED COST
1	2021 Police Utility Complete Set	30 Sets	$	$
2	2021 Police Utility Left Front & Rear Door Wrap	1 Each	$	$
3	2021 Police Utility Right Front & Rear Door Wrap	1 Each	$	$
4	2021 Police Utility Roof Wrap	1 Each	$	$
5	2021 Tahoe Complete Set	20 Sets	$	$
6	2021 Tahoe Left Front & Rear Door Wrap	1 Each	$	$
7	2021 Tahoe Right Front & Rear Door Wrap	1 Each	$	$
8	2021 Tahoe Roof Wrap	1 Each	$	$
9	2021 Charger Complete Set	10 Sets	$	$
10	2021 Charger Left Front & Rear Door Wrap	1 Each	$	$
11	2021 Charger Right Front & Rear Door Wrap	1 Each	$	$
12	2021 Charger Roof Wrap	1 Each	$	$
			GROUP II TOTAL	**$**

BIDDERS ARE REQUIRED TO PROVIDE AN ORIGINAL AND TWO (2) COPIES OF THEIR BID SUBMITTAL.

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.

EXCEPTIONS TO SPECIFICATIONS: (use extra pages if necessary)

_____

_____

_____

Bidder acknowledges receipt of _____ addenda
(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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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

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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