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

ARTELIA MACON, PRINCIPAL BUYER
CARMEN JONES, PURCHASING AGENT

MARCH 25, 2022
ITB: 22-63

TO:	Prospective Bidders
INVITATION TO BID NUMBER:	**Bid #22-63 (A complete copy can be downloaded at www.birminghamal.gov)**
SEPARATE SEALED BIDS FOR:	**COMMERCIAL MOWERS**
INVITATION TO BID RESPONSES WILL BE RECEIVED BY:	Artelia C. Macon, Principal 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 13, 2022 by 5:00 PM (Central Standard Time)	**April 14, 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 Bidding Opportunities). Interested bidders can also contact the Purchasing Office at (205) 254-2265 and request 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 Artelia Macon at artelia.macon@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Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date.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: B.N. 04/01/2022

RELEASED BY:

Artelia C. Macon

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INVITATION TO BID

Sealed bids marked **"COMMERCIAL MOWERS",** 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 **WEDNESDAY, APRIL 13, 2022.** **Bids submitted after these dates and times will not be considered.**

Bids will be publicly opened at 10:00 a.m. on THURSDAY, APRIL 14, 2022.

In the effort to decrease the spread of COVID-19, bid openings will be held virtually via WebEx. Login information can be found on the City's website at www.birminghamal.gov (click on the link titled **Work** then click on **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/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.

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.

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, the proposed contract shall be in effect for a minimum of one (1) year.

INTERPRETATION 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.

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 order for any bid award to be considered that exceeds $10,000.00, your bid must be accompanied by an acceptable bid bond or check 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.

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 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 **"COMMERCIALMOWERS, 10:00 A.M., 04/13/2022."** 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.

Carmen Jones, Purchasing Agent

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CARMEN JONES, PURCHASING AGENT

MARCH 25, 2022
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INVITATION TO BID (CONT'D)

GENERAL
The City of Birmingham plans to purchase the commercial mowers specified in this document in the quantities indicated. Award will be based on the lowest price, responsive, responsible bid submitted.

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

CONTACT
Questions in regards to procurement should be address in writing to Artelia Macon, Purchasing Division, either by fax, (205) 254-2484, or by email, artelia.macon@birminghamal.gov between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday.

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

TERM OF CONTRACT
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. 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.

AWARD
The contract shall become effective from the date noted in the Notification of Award letter which will be mailed to the successful bidder. Items will be awarded on an all or none basis.

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.

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.

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

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INVITATION TO BID (CONT'D)

CERTIFIED CHECK/BID BOND/CASHIER'S CHECK

Each bidder is to extend prices and provide a total for the bid being submitted. In order for any bid award to be considered that exceeds $10,000.00 your bid must have been accompanied by an acceptable bid bond, certified check or cashier's check in the amount of $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.

Contract award to purchase the materials covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

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

PRICES

Include transportation (including fuel surcharge, if applicable).

QUANTITIES

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

PRE-PAYMENTS

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

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. 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 City of Birmingham shall reserve the right to cancel the contract(s) with a thirty (30) day notice to the vendor(s) for any of the following:

A: Failure to perform quality work or causing damage to any equipment being repaired or serviced.

B: Failure to provide first line, first quality system products.

C: Failure to provide a reasonable and rapid response to any request from the City of Birmingham to repair a given piece of equipment. The maximum response time shall be no greater than four (4) hours once the request is given to the vendor. This clause applies only to the unscheduled failures.

D: Failure to provide adequate personnel, equipment, inventory availability, as well as inadequately trained personnel to properly make any and all repairs and services.

E: Failure to adhere to the bid discounts on parts and supplies as well as the labor costs bid on this contract(s).

The City of Birmingham reserves the right to inspect any potential vendor's equipment, inventories, personnel, locations, etc. to verify that potential vendor(s) has/have the ability to properly service the City's requirements.

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INVITATION TO BID (CONT'D)

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.

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.

ADDITIONAL PURCHASES
The City has attempted to list all items for **MOWERS** 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.

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.

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.

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.

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. 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.

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MARCH 25, 2022
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INVITATION TO BID (CONT'D)

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.

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.

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-1 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 to be awarded. 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 submitted bids have been rejected. No Bidder shall have any rights against the City arising from such negotiations.

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.

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, hereinafter (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 incudes 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).

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.

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INVITATION TO BID (CONT'D)

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.

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.

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.

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 the City of Birmingham Finance Purchasing Division and its agent.

NON-RESPONSIVE BIDDER
Three (3) failures by a vendor in a twelve (12) month period to complete awared projects within the stated completion time fram 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.

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 35205-4447

*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.**

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INVITATION TO BID (CONT'D)

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 **(22-63)** 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.

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SPECIFICATIONS
NEW ZERO TURN MOWERS

Vendor to supply one copy each maintenance, operating, wiring manuals, and one copy each parts CD/DVD for mower. The warranty period will begin with the effective equipment in-service date, which may or may not be equal to the equipment delivery date but will in no case be later than six months after equipment has been delivered. All standard equipment to be included. Do not delete/remove any standard equipment because the specification did not ask for it. Mowers will not be accepted with any dealer emblems affixed to vehicle.

Only new (unused) current standard production models built for the U.S. market will be considered acceptable. Printed literature and specifications describing equipment as offered must be included with proposal. Any recent changes/updates and or features offered as standard or required for the intended use of the specified equipment will be supplied. All accessories required by these specifications shall be identical in quality and design to those normally supplied and installed for sale through regular commercial channels.

All participating bidders shall mark conspicuously - compliance or non-compliance with an "X" in the appropriate column beside each specified item. Those items marked in the "NO" column must be explained in detail on the provided "Exceptions To Specifications" pages.

Questions are to be emailed to Mr. Cedric Roberts, Director, Equipment Management at cedric.roberts@birmnghamal.gov **and cc Artelia C. Macon, Principal Buyer at** artelia.macon@birminghamal.gov.

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SPECIFICATIONS (CONT'D)
NEW ZERO TURN MOWERS

GENERAL: The intent of this specification is to describe a New Zero Turn Mower. **The successful bidder shall have an established part and service dealership in Jefferson County or any county contiguous to Jefferson County.** This facility must have been in business for one year providing service and parts for the make and model bid. The details of the specification are as follows:

		BIDDER COMPLIANCE YES	NO
Vendor to supply 3 sets of vehicle keys		___	___
Vendor to supply a total of 1 copy each maintenance, operating, wiring manuals and parts on jump drive.		___	___
United States Assembly for the City of Birmingham, AL		___	___
ENGINE:	31 hp, Briggs Vanguard, gasoline, air cooled, 4 cycle gas, cast iron sleeve, spin on oil filter equipped with oil cooler. Electric start	___	___
ENGINE DECK:	Min 10-gallon fuel tank with a low center of gravity for hillside cutting	___	___
	Minimum 26" drive tires	___	___
	Hour meter, no maintenance minders	___	___
	Parking brake	___	___
	Max. unit length 90 inches	___	___
DRIVE SYSTEM:	Hydro drive with twin pumps & motors	___	___
	Independent pump control levers	___	___
	Two Hydro-Gear model BDP 16cc pumps	___	___
	18" cu. Parker wheel motors with 1 ¼ tapered shafts	___	___
	Spring loaded self-adjusting belt tensioners	___	___
GROUND SPEED:	12 mph forward	___	___
	6 mph reverse	___	___

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ARTELIA MACON, PRINCIPAL BUYER
CARMEN JONES, PURCHASING AGENT

MARCH 25, 2022
ITB: 22-63

SPECIFICATIONS (CONT'D)
NEW ZERO TURN MOWERS

		BIDDER COMPLIANCE YES	NO
CUTTER DECK:			
	61" cutting width	___	___
	52" cutting width	___	___
	7-gauge skirt, 10-gauge top	___	___
	Deck thickness at spindle mounts must be 3/8 of an inch or greater	___	___
	Spindles must be cast iron with tapered roller bearings, 1 1/8 shaft, grease fittings, relief valves and cast-iron pulleys	___	___
	Spring loaded self-adjusting belt tensioners	___	___
	Electric clutch 350 lb. torque rating & adjustable air gap	___	___
	Foot operated deck height adjuster	___	___
	Kevlar or equivalent belts	___	___
	Plastic discharge chute	___	___
DECK DRIVE:	Drive shaft driven deck	___	___
ROLLOVER PROTECTION:	Machine shall be equipped with R.O.P.	___	___
WARRANTY:	2 years on engine	___	___
	2 years on hydro system	___	___
	3 years on spindles	___	___
	3 years no crack deck warranty	___	___
SLOPE CUTTING:	Machine shall be capable of cutting a 20-degree slope in any direction.	___	___
TRAINING:	The successful bidder shall provide operator training at the time of delivery and annually for three additional years.	___	___
	The successful bidder shall provide eight hours of on-site training for maintenance mechanics at time of delivery.	___	___

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SPECIFICATIONS (CONT'D)
NEW ZERO TURN MOWERS

		BIDDER COMPLIANCE YES	NO
OPTIONAL ITEM:	System Monitor with an IP 67 rating that provide real-time monitoring of the following systems:	___	___
	• Hourmeter	___	___
	• Volt Meter/Charging System	___	___
	• Engine Oil Pressure	___	___
	• Air Filter Condition	___	___
	• Control Lever Circuit	___	___
	• PTO Circuit	___	___
	• Seat Switch	___	___
FOB:	515 6th Avenue South Birmingham, AL 35205		

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SPECIFICATIONS
STAND ON RIDING MOWERS

GENERAL: The intent of this specification is to describe a Ride On Standing Mower. **The successful bidder shall have an established part and service dealership in Jefferson County or any county contiguous to Jefferson County.** This facility must have been in business for one year providing service and parts for the make and model bid. The details of the specification are as follows:

		BIDDER COMPLIANCE YES	NO
Vendor to supply 3 sets of keys		___	___
Vendor to supply a total of 1 copy each maintenance, operating, wiring manuals and parts on jump drive.		___	___
United States Assembly for the City of Birmingham, AL		___	___
ENGINE:	Kawasaki FX Series, 691FX preferred, gasoline, air cooled, 4 Stroke	___	___
DECK WIDTH:	Minimum 47"	___	___
MAXIMUM LENGTH:	68"	___	___
DRIVE TIRES:	24"x9.5"-12"	___	___
CASTER TIRES:	13"x5" -6"	___	___
DRIVE SYSTEM:	Dual pump & motor	___	___
GROUND SPEED:	10.5 mph forward	___	___
	6 mph reverse	___	___
PARKING BRAKES:	Hand Lever	___	___
DECK CONSTRUCTION:	Tri-plate cutter deck constructed of 3 steel plates measuring Approximately ½" of steel. With reinforcement plates at the Cutter deck spindles.	___	___
SPINDLES:	Cast-Iron housing tapered roller bearings.	___	___
ELECTRIC CLUTCH:	Ogura 150 Foot pound engagement	___	___
WARRANTY:	2 years on engine	___	___
	2 years on hydro system	___	___
	3 years on spindles	___	___
	3 years no crack deck warranty	___	___

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MARCH 25, 2022
ITB: 22-63

SPECIFICATIONS (CONT'D)
STAND ON RIDING MOWERS

TRAINING: The successful bidder shall provide operator and technician training at the time of delivery and annually for three additional years. ___ ___

FOB: 515 6th Avenue South
Birmingham, AL 35205

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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. BIDS SUBMITTED WITHOUT ONE WILL NOT BE ACCEPTED.

Submitted below is my firm bid for **"COMMERCIAL MOWERS"**, for the City of Birmingham, in accordance with the invitation to bid and specifications dated March 25, 2022. I understand that my company's address as I have furnished on this bid form, is the address that will be used by the City for any and all correspondence with me unless and until the City is notified in writing of a change. Prices quoted are f.o.b. Birmingham, AL delivered, and I am bidding in accordance with specifications except as listed below.

(Bidder must use this form. Fill in all spaces.)

#	Description	Approx. Qty.	Make/Model/Year	Unit Price	Extended Total
1	New Zero Turn Mowers, 31 hp, Briggs Vanguard, 61" cutting deck	10		$_____	$_____
	Optional Features: System Monitor **Warranty:** 2 years on engine 2 years on hydro system 3 years on spindles 3 years no crack deck warranty			$_____ $_____ $_____ $_____ $_____ Total	$_____
2	New Zero Turn Mowers, 31 hp, Briggs Vanguard, 52" cutting deck	5		$_____	$_____
	Optional Features: System Monitor **Warranty:** 2 years on engine 2 years on hydro system 3 years on spindles 3 years no crack deck warranty			$_____ $_____ $_____ $_____ $_____ Total	$_____
3	Stand on Riding Mowers, Kawasaki FX Series, 691FX preferred, minimum deck 47"	2		$_____	$_____
	Warranty: 2 years on engine 2 years on hydro system 3 years on spindles 3 years no crack deck warranty			$_____ $_____ $_____ $_____	
4	Operator training eight hours of on-site training for maintenance mechanics	8		$_____	$_____
				Grand Total	$_____

MAXIMUM DISCOUNT:

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

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

***PLEASE ATTACH A COPY OF YOUR WARRANTY AS PART OF YOUR BID SUBMISSION**

NAME OF YOUR COMPANY _____

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DEBARMENT STATEMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSIONS, 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 contract been convicted of or had 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 statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction or 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 on any of the offenses enumerated in Paragraph (b) above; and

(d) [ ] Have [ ] have not within a three-year period preceding award of this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.

(e) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS)**
Duns number must be provided on the signature page of this document before an award can be made to facilitate System Award Management (SAM) certification https://www.sam.gov/SAM/. Companies that do not have a free DUNS number may visit https://www.dnb.com/duns-number/get-a-duns.html for more information. *The City of Birmingham does not provide DUNS numbers.*

AUTHORIZED SIGNATURE	TITLE
PRINTED NAME	DATE

_____ I am unable to certify to the above statements. My explanation is attached.

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MARCH 25, 2022
ITB: 22-63

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)** _____

_____
_____