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 C. MACON, PRINCIPAL BUYER
EDWARD WILLIAMS, ASST. PURCHASING AGENT

APRIL 21, 2022
ITB: 22-70

TO:	Prospective Bidders
INVITATION TO BID NUMBER:	**Bid #22-70 (A complete copy can be downloaded at www.birminghamal.gov)**
SEPARATE SEALED BIDS FOR:	**VARIOUS PAPER PRODUCTS**
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:**
Thursday, May 12, 2022 by 5:00 PM (Central Standard Time)	**Friday, May 13, 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Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date.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. 04/24/2022

RELEASED BY:

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INVITATION TO BID

Sealed bids marked **"various paper products"**, 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 **THURSDAY, MAY 12, 2022.** **Bids submitted after these dates and times will not be considered.**

Bids will be publicly opened at 10:00 a.m. on FRIDAY, MAY 13, 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.

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 **"VARIOUS PAPER PRODUCTS", 5:00 P.M., 05/12/2022.** 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.

Edward Williams, Asst. Purchasing Agent

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INVITATION TO BID (CONT'D)

GENERAL

The City of Birmingham is seeking bids for **"various paper products"**. The basis of the bid shall consist primarily of any and all paper products use by the City and stocked at various locations throughout the City. The City intends to award to the lowest priced, responsive, responsible bidder(s) as a group. The extent of the use of recycled products will be determined by quality and acceptability through actual use of the product. For the purpose of this bid, recycled paper products are defined as product containing at least 20% post-consumer waste. Bidders are to provide a written statement from the manufacturer of recycled items bid stating percentage of post-consumer waste content in each item bid.

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

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 or any bid that imposes a service fee or any other type of fee.

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 as a group. The award of any item specified with options will be made based on the base bid or alternate bid or any combination of the two. All items are to be new and unused.

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.

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.**

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INVITATION TO BID (CONT'D)

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.

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.

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 **VARIOUS PAPER PRODUCTS** 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.

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INVITATION TO BID (CONT'D)

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.

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.

CONTACT
Any questions concerning these specifications should be addressed to Purchasing Division, Artelia Macon, phone (205) 254-2265, fax, (205) 254-2484, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

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.

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INVITATION TO BID (CONT'D)

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.

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.

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.

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INVITATION TO BID (CONT'D)

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.

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
CENTRAL STORES WAREHOUSE
431 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.** Failure to do so **will** result in delayed payments. **Do not mail invoices to the Accounts Payable Division.**

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INVITATION TO BID (CONT'D)

INSURANCE REQUIREMENTS

For the duration of this contract and for limits not less than 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 $2,000,000.00 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 per occurrence; and (iii) Workman's Compensation coverage in an amount adequate to comply with statutory requirements. The City's bid number (22-70) 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 companies 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 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 canceled or changed in such a manner as to not 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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INVITATION TO BID (CONT'D)

DETAILED PERFORMANCE REQUIREMENTS:

DEFINITION

This is a Central Stores Warehouse supply contract and as such, certain other terms, conditions and/or requirements will exist in addition to the aforementioned terms, conditions and requirements. Bidders are advised to pay close attention to these requirements and instructions when bidding all items.

INTENT

The Central Stores Warehouse intends to utilize this contract to minimize its on-hand inventory investments, maximize available storage resources and establish rapid and reliable inventory replenishment sources. Only vendors with adequate on-hand inventory to meet the City's requirements will be considered eligible for awards. Vendors who do not have or cannot have adequate inventory on-hand and ready for immediate delivery to the City should not submit bids for this contract.

MERCHANTABILITY

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

FREIGHT CHARGES

All prices quoted for items within this contract are to be **F.O.B. delivered to the City's specified facilities**.

MINIMUM ORDER QUANTITIES

The City will consider bids requiring reasonable minimum order quantities. Vendors are to state in the **"Brand/Series/Counts** column for each product any minimum order quantities required for the F.O.B. shipping of the item(s). **Failure by vendor to state a minimum order quantity will obligate vendor to ship any quantity ordered by the City.** The City reserves the right to determine what a "reasonable" minimum order quantity is based on the City's historical and projected future usage information. The City will reject any bid which requires an unreasonable minimum order quantity.

SPECIAL SHIPPING REQUIREMENTS

Some items within this Invitation to Bid may have special shipping instructions indicated within the item's specifications on the Bid Form. Bidders should pay close attention to any such instructions, as failure to comply could result in the rejection of the goods at the time of receipt.

ON-LINE ORDERING

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

INVOICING

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

PAYMENT QUESTIONS

For any questions concerning payments for delivered items covered within this contract, please contact Tonya Adams, **(Buyer)** at the Central Stores Warehouse, phone: (205) 254-6368, or fax: (205) 254-6588, Monday through Friday, between the hours of 7:30 a.m. and 3:00 p.m. CDT. **Do not contact the Accounts Payable Division.**

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INVITATION TO BID (CONT'D)

DETAILED PERFORMANCE REQUIREMENTS (CONT'D):
SUBSTITUTIONS OF PRODUCTS
The City recognizes the fact that from time to time substitutions of products other than those the vendor specifically quoted may have to occur. Any product offered as a substitute must be of equal or greater quality and value as the one being substituted for. No price increase from the original contract price will be allowed. Should the need for a substitute arise, the vendor should contact **Tonya Adams, (Buyer)** at the Central Stores Warehouse, (205) 254-6368, Monday through Friday, between the hours of 7:30 a.m. and 3:00 p.m. CDT for approval of any substitute before shipment is made. Failure to do so will result in the rejection of the goods at the time of receipt. Approval of a substitute once does not constitute future approval. Approvals will have to be obtained from the City for each substitution occurrence prior to shipment. **In order to avoid any confusion, all request for approvals should be submitted in writing after verbal notification and before shipping. Such written notice may be faxed to the City at (205) 254-6588, Attn: Tonya Adams, (Buyer). Failure to submit such written notice could result in the rejection of the goods at the time of receipt.**

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

PRODUCT MODIFICATIONS
If a successful vendor/manufacturer resizes a product in any way, or changes package sizing in any way, the vendor must immediately contact the Purchasing Division of the City in writing to negotiate a price adjustment. Failure to do so **will** result in rejection of the goods at time of receipt.

PRODUCT DELIVERY
The City has limited storage space so timely delivery shall be a consideration. The successful bidder(s) shall guarantee full delivery within five (5) working days of receipt of order for all towels, tissues and copy papers. All common print papers should be delivered within three (3) days of receipt of order. Some common and special print papers may require same or next day delivery in order to meet Print Shop production schedules. Delivery on all other items shall be no more than 5-7 working days from receipt of purchase order. The City may not consider any bid that exceeds these timeframes.

PRIMARY DELIVERY SITES
Central Stores Warehouse, 431 6th Ave. South, Birmingham, AL 35205, Purchasing and/or Print Storerooms, City Hall Basement, 710 North 20th Street, Birmingham, AL 35203, the Boutwell Auditorium, 1930 8th Avenue North, Birmingham, AL 35203 and possibly a few other sites on an infrequent basis. **Bidders must state in the Exceptions to Specifications area of the Bid Form if unable to deliver materials to ANY of the City's facilities.**

RECEIVING HOURS
The Central Stores Warehouse receiving hours are: 7:30 a.m. to 3:00 p.m. CDT, Monday through Friday. The Purchasing & Print warehouses receiving hours are 8:30 a.m. to 4:30 p.m. CDT, Monday through Friday and the Boutwell Auditorium will establish Monday through Friday receiving times with the successful vendor(s).

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

CITY OF BIRMINGHAM-PURCHASING DIVISION
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ARTELIA C. MACON, PRINCIPAL BUYER
EDWARD WILLIAMS, ASST. PURCHASING AGENT

APRIL 21, 2022
ITB: 22-70

INVITATION TO BID (CONT'D)

DETAILED PERFORMANCE REQUIREMENTS (CONT'D):

LATE SHIPMENTS

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

FAILURE TO SHIP GOODS

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

REJECTED GOODS

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

ROUNDING UP OR DOWN OF QUANTITIES SHIPPED

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

EXCEEDING MAXIMUM DELIVERY TIMES

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

ITEM SPECIFICATIONS

Bidders are to bid items exactly as specified in the Bid Form. Bidders are to supply all requested product information in the areas provided on the Bid Form. Any exceptions should be noted in the **"Exceptions to Specifications"** space provided on the Bid Form. Failure to note exceptions could result in the rejection of the bid. **If the item specification calls for the supply of product specifications literature, it must be included with the submitted bid. Any product specification literature submitted must adequately demonstrate that the item(s) being bid meets or exceeds the given specification.**

NOTES TO ALL BIDDERS

PRODUCT INFORMATION

Bidders are to supply all brands & series names, case counts, minimum order quantities, delivery times, etc., in the column provided on the Bid Form. Failure to do so may result in the outright rejection of any offered product(s) from consideration of award.

DELIVERY ABILITY INFORMATION

Bidders must state in the Exceptions to Specifications area of the Bid Form if unable to deliver materials to ANY of the City's facilities.

(THIS PORTION LEFT BLANK INTENTIONALLY)

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INVITATION TO BID (CONT'D)

DETAILED SPECIFICATIONS FOR TOWELS AND TISSUE

Paper towels and toilet tissue are to be made in accordance with reasonable industry practice with respect to holes, tears, wrinkles, cleanliness and foreign materials or dirt. Edges shall be cleanly cut and not ragged. Tissue and towels shall dispense properly and freely with no tearing or wasting when properly loaded in appropriate dispensing fixture and have no disagreeable odor either wet or dry. Towels shall be folded according to specifications. All items bid must fit and dispense from appropriate standard dispensers.

All paper towels (single-fold and C-fold) and toilet tissues are to be shipped on non-returnable or one-way pallets. No exceptions.

All bidders must provide samples of all toilet tissue, C-fold, single-fold and 8" paper towels, **with** their bid. All samples are to be clearly identified as to the manufacturer's name, series name, item number and vendor's name. Failure to submit these samples may result in rejection of vendor's bid. These samples will be used for subjective testing and evaluation and cannot be returned. For these items bidders are also to **include with their bid the manufacturer's product specification sheet(s) (published).**

Vendors must have adequate inventories and facilities to properly service the City's requirements. Since the City has limited storage space, rapid delivery of items shall be an important consideration. All orders should be able to be shipped complete within five (5) working days of receipt of order.

C-FOLD TOWELS

Color: **White**
Finish: dimple
Min. width: 12.75" (+/- 1/8")
Min. length: 10.125" (+/- 1/8")
Case count: 2400 towels/cs. (state deviations)
Vendor to supply sample and printed manufacturer's spec. sheet including packaging details with bid.
Brand: Wausau Paper, Dubl-Nature series, # 49190 or approved equal..

SINGLE-FOLD PAPER TOWELS

Color: **White**
Finish: Dimple
Min. width: 10.125" (+/- 1/8")
Min. length: 9.125" (+/- 1/8")
Case count: 4000 towels/cs. (state deviations)
Vendor to supply sample and printed manufacturer's spec. sheet including packaging details with bid.
Brand: Wausau Paper, Ecosoft series, # 47500 or approved equal..

TOILET TISSUE

Color: **Bright White only**
Grade: Extra soft, premium grade, facial quality, * wrapped.
Size: Minimum 4" x 3.75", 2 ply, X 500 sheets/roll (state dimensions & sheet count on Bid Form!)
Case count: 96 rolls/case **(state case count on Bid Form).**
Do Not Bid Unwrapped Rolls or Non-Perforated rolls.
Do Not Bid Single Ply Tissues. Do Not Bid tissues that plies are not mechanically bound together.
Vendor to supply sample and printed manufacturer's spec. sheet including packaging details with bid.
Brand: Atlas Mills, Green Heritage # 250 (recycled) or approved equal.. Virgin papers should be same grade.

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INVITATION TO BID (CONT'D)

DETAILED SPECIFICATIONS FOR TOWELS AND TISSUE (CONT'D)

TOWELS, ROLL TYPE

Color: **White**
Minimum Size: 7.875 x 800' per roll (state deviations)
Case Count: 6 rolls/case. (state deviations)
Vendor to supply sample and printed manufacturer's spec. sheet including packaging details with bid.
Brand: VonDrehle Preserve #880-B or approved equal.

TOILET TISSUE "JUMBO JR." ROLL

Color: **Bright White only**
Size: 3.78" x 1000', 2 ply, 9"diameter roll. (Do Not Bid Single Ply Tissues)
Case Count: 12 rolls/case (state any deviations).
Vendor to supply sample and printed manufacturer's spec. sheet including packaging details with bid.
Brand: Morcon Inc. Mor-soft Millennium M29 or approved equal..

NOTES TO ALL BIDDERS:

PRODUCT INFORMATION: Bidders are to supply all brands & series names, case counts, minimum order quantities, delivery times, etc., in the column provided on the Bid Form. Failure to do so may result in the outright rejection of any offered product(s) from consideration of award.

DELIVERY ABILITY INFORMATION: Bidders must state in the Exceptions to Specifications area of the Bid Form if unable to deliver materials to ANY of the City's facilities.

(THIS PORTION LEFT BLANK INTENTIONALLY)

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APRIL 21, 2022
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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 the annual contract for the supply of various paper products for the City of Birmingham, Central Stores Warehouse for a period of one (1) year in accordance with your invitation to bid and specifications dated April 21, 2022. Prices quoted are f.o.b. Birmingham, Alabama delivered, and I am bidding in accordance with specifications except as listed below.

GENERAL ITEMS: PAGE 1 of 4

#	Description	Mfg. #	Est. Annual Qty	Case Count	Unit Prices	Extended Prices
1	Covers, toilet seat. Standard covers. **Scott 7410 design only** so as to fit existing stock dispensers. 125/box - 24 boxes/case or approved equal.		12		$ _____ /cs	$ _____
2	Covers, toilet seat. Half fold covers. Krystal View or Discreet-Seat DS-5000 premium covers. 100% biodegradable. 250/box - 24 boxes/case. **KRYK-5000 or Discreet-Seat DS-5000, no substitutes.**		6		$ _____ /cs	$ _____
3	Dispenser, toilet seat cover. (use kc 7410 toilet seat covers.) Hospeco brand # hs-hg-1s or approved equal.		12		$ _____ /ea	$ _____
4	Cup, paper. Cone shaped for water cooler use. Solo 4 oz. #4R. Cone or "V" shaped with rolled rim. Packed 5000 per cs or approved equal.		40		$ _____ /cs	$ _____
5	Dispenser, #4r "solo" cups. Cone cup type dispenser. Metal or plastic Adjustable type dispensers. Solo dispenser #1345 plastic or approved equal.		12		$ _____ /ea	$ _____
6	Cup, Styrofoam. Hot/cold drink, 6 oz. Packed 1000 per cs. Dart #6J6 or approved equal.		10		$ _____ /cs	$ _____
7	Cup, Styrofoam. Hot/cold drink. 8 oz. Packed 1000 per cs. Dart #8J8 or approved equal.		12		$ _____ /cs	$ _____
8	Cup, 9 oz. Translucent plastic cold cups, 2500/cs. DART # 9N25 or approved equal.		6		$ _____ /cs	$ _____
9	Napkins, Sanitary, #4 size. Individually wrapped. 250/cs. Hospital Specialty GARD # 4 or approved equal.		4		$ _____ /cs	$ _____
					SUB TOTAL	$ _____

Name of your Company _____

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BID FORM (CONT'D)

GENERAL ITEMS: PAGE 2 of 4

#	Description	Mfg. #	Est. Annual Qty	Case Count	Unit Prices	Extended Prices
10	Tampons. Hospital Specialty # T-500 or approved equal.		6		$ /cs	$
11	Tissue, Toilet. 2-Ply, White, extra soft premium grade, facial quality Atlas Mills, Green Heritage #250 or approved equal.		550		$ /cs	$
12	Dispenser, Toilet Tissue, Double Roll (Use Tissue #7810) Bobrick Brand, P/N #B-27460 or approved equal.		12		$ /ea	$
13	Tissue, Toilet. Jumbo Jr rolls. 3.7" X 1000', 2-ply rolls. White color. Scott JRT Jr. # 07805 or approved equal.		72		$ /cs	$
14	Dispenser, jumbo roll toilet tissue heavy duty plastic type. Georgia pacific p/n # gp59209 Vondrehle p/n # 3253 or approved equal.		12		$ /ea	$
15	Tissue, Toilet. Bay West (Wausau Paper) # 06390 for dispenser # 80300. Dubl-Soft series, 2 ply, 3.75 x 4" x 800 sheets/roll. 36 rolls/cs. **Bay West # 06390 only. No substitutes.**		24		$ /cs	$
16	Dispenser, toilet tissue for 3 rolls, wall mount with screws. Bay west p/n # 80300 @ no charge		12		$ /ea	$
17	Dispenser, toilet tissue for 2 rolls, wall mount with screws. Bay west p/n # 80200 or approved equal.		12		$ /ea	$
18	Towel, C-Fold. Dimple finish, white, packed 2,400 towels per cs.		900		$ /cs	$
19	Dispenser, Towel (C-Fold Paper Towel) Von P/N #17580 Smoke Plastic or approved equal.		12		$ /ea	$
20	Towels, single fold pattern, white. **See detailed specs. Provide all requested info.** Scott # 01700 or approved equal. **All shipments must be palletized.**		600		$ /cs	$
					SUB TOTAL	$

Name of your Company _____

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BID FORM (CONT'D)

GENERAL ITEMS: PAGE 3 of 4

#	Description	Mfg. #	Est. Annual Qty	Case Count	Unit Prices	Extended Prices
21	Dispenser, towel for use with single fold towels. Cabinets shall be all steel construction with white baked enamel finish. Jacknife pattern with 500 towel capacity		12		$ _____ /ea	$ _____
22	Towel, roll type. White, 8" x 800 ft. per roll. 6 rolls/cs. For use in Bay West # 80010 auto dispensers. **Bay West (Wausau Paper) towel # 38090 Dubl-Nature series only, no substitutes.**		12		$ _____ /cs	$ _____
23	Towel, roll type. White, 8" x 450 ft. per roll. 12 rolls/cs. For use in Bay West # 86600 compact dispensers. **Bay West (Wausau Paper) towel # 38060 Dubl-Nature series only, no substitutes.**		40		$ _____ /cs	$ _____
24	Dispenser, Paper Towel (56155) Bay West P/N # 87510 or approved equal.		12		$ _____ /ea	$ _____
25	Towel, roll type. White, 8"x 800 ft. per roll. For use in universal dispensers.		60		$ _____ /cs	$ _____
26	Dispenser, Roll Paper Towel Universal Roll Towel Dispenser Cabinet. Roll Size Up to UP TO 8" Wide with Core Size 1 ½" to 2", with Key Lock to Prevent Theft, ADA Compliant, Min of 5 ½" Manufactured from High Impact Resistant Plastic with Heavy Gauge Steel Back Impact # 4079 or approved equal.		12		$ _____ /ea	$ _____
27	Towel, roll type. For use with G/P En-Motion dispensers. Size 10" x 800' with 6 rolls per case. **G/P #89460. No substitutes.**		60		$ _____ /cs	$ _____
28	Dispenser, enmotion towel Georgia pacific brand p/n # 59462 Vondrehle p/n # 1080e or approved equal.		12		$ _____ /ea	$ _____
					SUB TOTAL PAGE 16	$ _____

Name of your Company _____

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BID FORM (CONT'D)

GENERAL ITEMS: PAGE 4 of 4

#	Description	Mfg. #	Est. Annual Qty	Case Count	Unit Prices	Extended Prices
29	Towel, shop. General purpose disposable wiper. Absorbs liquids, lubricants and oils. Must be soft enough for use on face and hands. K/C # 05701 or approved equal.		10		$_____/cs	$_____
30	Towel, wiper. Heavy duty wiper/shop towel. Low lint, polypropylene, melt-blown construction. Acid, base and solvent resistant. K/C # 33560 or approved equal.		4		$_____/cs	$_____
					SUB TOTAL PAGE 17	$_____
					SUB TOTAL PAGE 16	$_____
					SUB TOTAL PAGE 15	$_____
					SUB TOTAL PAGE 14	$_____
					GRAND TOTAL	$_____

DELIVERY:

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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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.

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)** _____

_____

_____