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

YOLANDA COX, SENIOR BUYER
CARMEN JONES, PURCHASING AGENT

MAY 12, 2022
ITB: 22-69R

TO:	Prospective Bidders
INVITATION TO BID NUMBER:	**Bid #22-69R (A complete copy can be downloaded at www.birminghamal.gov)**
SEPARATE SEALED BIDS FOR:	**RADIATORS (NEW & REPAIRED)**
INVITATION TO BID RESPONSES WILL BE RECEIVED BY:	**Yolanda Cox, Senior Buyer** Purchasing Division 710 North 20th Street, P-100 City Hall Birmingham, AL 35203-2227

IMPORTANT SOLICITATION DATES	
BID DUE DATE:	**BID OPENING DATE:**
TUESDAY, MAY 24, 2022 BY 5:00 PM (CENTRAL STANDARD TIME)	**WEDNESDAY MAY 25, 2022 AT 10:00 AM (CENTRAL STANDARD TIME)**

Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at www.birminghamal.gov (go to link titled Work, then click on Bidding Opportunities), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265 and requesting a copy be mailed to you.

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

TELEPHONE INQUIRIES – NOT ACCEPTED

Telephone inquiries with questions regarding clarification of any and all specifications of the ITB will not be accepted. All questions **must** be e-mailed to **Yolanda Cox at yolanda.cox@birminghamal.gov**.

Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date.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

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

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

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

PUBLISHED: BIRMINGHAM NEWS ON 5/18 /22

RELEASED BY:

Yolanda Cox

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ITB: 22-69R

INVITATION TO BID

Sealed bids marked " **RADIATORS (NEW & REPAIRED)"** will be received by the Purchasing Agent, 710 North 19th Street, P-100 First Floor of City Hall, Birmingham, Alabama 35203.

Bids will be accepted until 5:00 P.M. central time (standard or daylight savings time, as applicable) on Tuesday May 24, 2022. **Bids submitted after these dates and times will not be considered.**

Bids will be publicly opened at 10:00 a.m. on Wednesday May 25, 2022.

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

The City has resumed having public bid openings and if you plan to attend in person, we ask that you wear a mask. You may also participate 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. This contract will be in effect for a minimum of one (1) year guaranteed with the option to renew for a period of up to two (2) additional one (1) year terms not to exceed three (3) years, contingent upon Council approval. **The life of this contract shall exist with the approval of both parties with the provision that no price increase in the original bid prices shall be allowed.**

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, in the amount of $1,000.00 or a bid bond payable to the City of Birmingham. 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. City of Birmingham, AL 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 **"22-69R RADIATORS (NEW & REPAIRED)", 5:00 PM, May 24, 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.

cc: BN 05/18/22

CARMEN JONES, PURCHASING AGENT

CITY OF BIRMINGHAM-PURCHASING DIVISION
710 NORTH 20TH STREET
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BIRMINGHAM, AL 35203-2227
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CARMEN JONES, PURCHASING AGENT

MAY 12, 2022
ITB: 22-69R

INVITATION TO BID – *Continued*

GENERAL

The City of Birmingham is seeking bids for **RADIATORS (NEW & REPAIRED)**. The basis of the bid shall consist primarily of RADIATORS (NEW AND REPAIR) that the City may require during the life of this contract. The City intends to award to the lowest priced, responsive, responsible bidder(s).

Use of specific brand names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, products, service, or other equipment considered best adapted to the City's intended use. All materials are to be new: no used, remanufactured or refurbished materials will be considered acceptable.

Proprietary specifications may be waived for functional equivalents offered. Functional equivalents are subject to the approval of the Purchasing Department.

DETAILED SPECIFICATIONS

The City shall award this contract based on the lowest total cost for the supply of **RADIATORS (NEW AND REPAIRED)** for its fleet of mobile equipment.

The quantities indicated on the Bid Form are strictly estimates for evaluation purposes only and the City shall be under no obligation of any type to purchase any specific quantity of any item. Annual purchases may vary widely, either up or down as conditions dictate.

Only licensed radiator dealers located within the corporate city limits of Birmingham with heavy involvement in repairing of auto, trucks, equipment, etc., shall be eligible for consideration of award. Bidder must have a staffed physical facility to be considered eligible for award.

The successful bidder(s) shall be responsible for the pick-up and delivery expense, personnel, trucks, etc. for any and all repairs or replacements. The City reserves the right to inspect any potential vendor's equipment, inventories, personnel, locations, etc., to verify that the potential vendor has the ability to properly service the City's requirements.

The maximum response time to any request for repairs shall be no greater than twenty-four (24) hours for all standard/common vehicles. The maximum completion time for non-standard/common vehicles shall be five (5) days. The definition of non-standard/common vehicles shall be auto of eight (8) or more years old or autos less than one (1) year old, odd truck applications and any or all specialized heavy equipment. Consistent failure by a successful vendor to meet this response time requirement will constitute grounds for the termination of the contract and the declaration of the vendor as a "non-responsible vendor". This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

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

All old radiators and cores are the property of the City and are to be returned to the City of Birmingham Municipal Garage, Parts Room, 515 6th Avenue South, Birmingham Alabama 35205.

CONTACT

Questions in regard to procurement should be addressed in writing to Yolanda Cox, Purchasing Division, either by fax, (205) 254- 2484, or by email, yolanda.cox@birminghamal.gov between the hours of 8:00 a.m. and 2:30 p.m. Monday through Friday.

Questions in regard to technical aspects should be addressed in writing to Cedric Roberts, Director of Equipment Management, either by fax, (205) 254-6578, or by email, cedric.roberts@birminghamal.gov between the hours of 8:00 a.m. and 2:30 p.m. Monday through Friday.

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.

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CARMEN JONES, PURCHASING AGENT

MAY 12, 2022
ITB: 22-69R

INVITATION TO BID – ***Continued***

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.

All bids submitted are to be F.O.B. delivered, City of Birmingham, Birmingham AL 35205.

AWARD
Contract will be awarded to the lowest most responsive and responsible bidder(s) who meets all bid requirements and has a history of successfully completing like work. 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 per group or as what is in the best interest of the City.

PRICES
Include transportation (including fuel sur charges, if applicable).

PAYMENT TERMS
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.**

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.

WARRANTY
Parts and services furnished shall carry the standard warranty offered to the general public. **PLEASE ATTACH A COPY OF YOUR WARRANTY AS PART OF YOUR BID SUBMISSION.**

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.

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.

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INVITATION TO BID – *Continued*

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 35205.

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.**

ADDITIONAL PURCHASES
The City has attempted to list all **RADIATORS (NEW & REPAIRED)** required during the term of the contract, if mutually agreed upon, additional contracts may be executed, based upon this bid for the same item(s) or related types and/or sizes.

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, sex, gender identity, sexual orientation, disability, familial status, or national origin in the performance of the services contemplated hereunder. Failure by the bidder to carry out these requirements is a material breach of its obligations which may result in its termination or such other remedy as the City deems appropriate.

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.

CANCELLATION
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.

INVOICING
All invoices must agree with the purchase order in description and price and include the following information:

- Purchase Order Number
- Ship to Department Name and Address
- 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.**

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.

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.

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

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

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

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

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

HOLD HARMLESS AND INDEMNIFICATION
Vendor(s) shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties (including any employee, subcontractor or representative of the Vendor, hereafter a "Vendor Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor's performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Vendor or any Vendor Representative may encounter; or (c) the use or occupancy of the work sites by Vendor or any Vendor Representatives.

HOLD HARMLESS AND INDEMNIFICATION (cont'd)
This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnitee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnitee(s) for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitee(s).

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.

E-VERIFY
Successful Vendor (located in the State of Alabama or located outside of the State of Alabama, but employs one or more employees within the State of Alabama) represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien", as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H.B.56) of the Alabama Legislature, as amended from time to time (the "Act") and that, during the performance of this contract, Vendor shall participate in the E-Verify program as required under the term of the Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award.

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 Department of Equipment Management and 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 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.

Bids may be solicited for the product included in this contract where an immediate/emergency need exists including large quantities. The decision of the Purchasing Agent as to what constitutes a biddable situation shall be final and shall not be construed as a breach of contract.

INSURANCE REQUIREMENTS

Liability Insurance: For the duration of this contract and for limits not less stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than $1,000,000.00 total with a maximum of $500,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automotive 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 #22-69R** 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 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.

GROUP ONE: NEW RADIATORS

Group One (1) is open to any supplier of new auto and truck radiator assemblies meeting the local requirement.
All radiators supplied to the City are to be new and of first line quality. The City will not consider second line, rebuilt or remanufactured radiators at this time. Only radiators manufactured by a reputable company whose prime business is the manufacturing of radiator assemblies will be considered. All radiators are to meet OEM requirements as to design, style, and capacities for all applications. All new radiators supplied are to carry a minimum of one (1) year warranty against failure due to workmanship or materials. **Bidders are to include the manufacturer's statement of warranty with the bid.**

All bid prices and discounts submitted are to be **F.O.B. Delivered, City of Birmingham Municipal Garage, 515 6 Ave. South, Birmingham, AL 35205.** No additional freight charges will be allowed.

Each bidder shall furnish complete price sheets from the manufacturer of any radiators the bidder proposes to furnish with the submitted bid. This price list must show current price, applications, etc., including effective dates. All new radiators quoted shall be quoted at the printed price sheet price less any percentage of discounts being offered. The level or amount of discounts shall be the same for any and all radiators the City may require during the life of the contract.

Due to the impracticality of listing each and every new radiator the City could require during the life of the contract, all bidders shall quote this bid invitation with written assurance to the City that any and all radiators not shown on the Bid Form shall be furnished at the same rates of discount so indicated by the bidder on the Bid Form. Warranties, price protection, etc., shall be the same as for radiators so shown on the Bid Form.

The successful bidder will be required to furnish the City with copies of the manufacturer's application catalogs, cross reference catalogs, etc. on an "as needed" basis and/or each time new catalogs are published.

The normal time allowed for the delivery of new radiators shall be as follows; standard readily available automobile and light truck, no more than twenty-four (24) hours; Medium/Heavy Duty class trucks, no more than forty-eight (48) hours; Agricultural/Industrial no more than 96 hours. Consistent failure to meet the response time will result in the cancellation of this contract and the declaration of the bidder as a "non-responsible vendor", which will result in the rejection of any future bids submitted by the vendor.

GROUP TWO: RADIATOR REPAIRS

Only bidders whose primary business is the repair and re-coring of radiators will be eligible for contagious consideration of award in Group Two (2).

The basis of this section shall consist primarily of any and all repair work for any and all sizes of internal combustion engine radiators and heater cores used by the City of Birmingham. The normal time allowed for repairs to radiators shall be as follows; standard automobile, light truck or small industrial equipment, twenty-four (24) hours; class 6,7 or 8 trucks and larger industrial equipment, forty-eight (48) hours; heavy duty trucks and heavy equipment, seventy-two (72) hours. **"Metal Constructed radiators"** are those that consist of metal tanks, filler necks, cores, coolers, fittings, and brackets. Repairs to all **"metal constructed radiators"** will consist of degreasing, cleaning, checking flow rates, repairing leaks, repairing damaged sections, repairing tanks, filler neck, fittings, etc., flushing and/or rodding, and pressure testing of any radiator submitted for repair.

"Plastic/aluminum composite radiators" are those that consist of plastic tanks, necks, fittings and brackets. Repairs to **"plastic/aluminum composite radiators"** will consist only of degreasing, cleaning, flushing, checking flow rates and pressure testing. Plastic/aluminum composite type radiators are **not** to be disassembled. Any such radiator found to be in need of more repairs than outlined is to be returned to the City after notifying same that radiator is beyond feasible repairs.

GROUP TWO: RADIATOR REPAIRS (cont'd)
Any and all repair work performed under this contract shall be unconditionally warranted 100% for a minimum of ninety (90) days from the date of installation in vehicle rather than date repair work was performed. In case of disagreement between vendor and the City, the City's installation records shall prevail.

Prices for "metal construction radiator" repairs shall be quoted as follows:

(1) Any radiator smaller than that used in a two-ton truck.
(2) Any radiator equal to that used in Class 6 & 7 trucks such as Ford F700 and 800, GMC 60 and 70, or IH 1700, 1900, 4200, 4700 and 4900.
(3) Any radiator equal to that used in Class 8 trucks such as IH Paystar 5000, Mack DM686SX, or Autocar ACL64B.
(4) Any radiator equal to that used in heavy crawler equipment such as IH, Komatsu D155 dozers, 555 Loaders, Rex 3-55 Compactors, etc.

Prices for "plastic/aluminum composite" cleaning shall be quoted as follows:

(1) Any plastic/aluminum radiator smaller than that used in a two-ton truck.

(2) Any plastic/aluminum radiator from two-ton truck up.

GROUP THREE: RADIATOR RE-CORING
Only bidders whose primary business is the repair and re-coring of radiators will be eligible for contagious consideration of award in Group Three (3). The re-coring contract shall have all the requirements of price stabilities, pick-up and delivery service, etc. heretofore mentioned in the radiator repair section. All radiator cores supplied under this contract are to meet OEM requirements as to design, style and capacity. The normal time allocated for the re-coring of common and readily available standard application radiators shall be forty-eight (48) hours. For heavy construction equipment and non-standard type radiators, the vendor shall have five (5) working days maximum for re-coring. Consistent failure to meet the response time will result in the cancellation of this contract and the declaration of the bidder as a "non-responsible vendor", which will result in the rejection of any future bids submitted by the vendor.

Each bidder, when quoting shall furnish complete price sheets from the manufacturer of any radiator cores the bidder proposes to furnish. This price list must show current price, applications, etc., including effective dates. All new radiator cores quoted shall be quoted at the submitted price sheet price less any percentage of discount being offered. The level or amount of discount shall be the same for any and all cores the City may require during the life of the contract.

Form shall be furnished at the same rate of discount so indicated by the bidder on the Bid Form. Warranties, price protection, etc., shall be the same as for radiator cores so shown on the Bid Form. The cost of gaskets, o-rings, seals, etc. required in the re-coring of any radiator should be included as part of the bidder's calculated cost for the core when quoting on the Bid Form. The City will not pay for such items as an additional cost in the re-coring of any radiator. Bidders are to state a flat labor charge for the re-coring of the various types of radiators indicated on the Bid Form. The labor price quoted for each type of radiator will remain in effect for the life of the contract.

The successful bidder shall be required to attach a metal tag to the upper tank or other easily viewed area of the radiator on every re-cored unit stating; (a) the vendor's name, (b) the date of repair, and (c) the vendor's job ID# (if tracked). This tag shall be attached by soldering it to the radiator so as to become a permanent part of the assembly. Tags are not to be painted over or otherwise obscured.

Any non-heavy equipment radiator re-cored for the City of Birmingham shall be 100% warranted for material and workmanship for one (1) calendar year from the date of installation. This requirement applies for all autos, trucks, and light construction equipment.

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

YOLANDA COX, SENIOR BUYER
CARMEN JONES, PURCHASING AGENT

MAY 12, 2022
ITB: 22-69R

INVITATION TO BID – *Continued*

GROUP THREE: RADIATOR RE-CORING (cont'd)
All heavy equipment radiators that are re-cored under this contract shall be 100% warranted for material and workmanship for a minimum of one hundred and twenty (120) calendar days from the date of installation. One hundred percent (100%) shall mean no cost of any kind shall be allowed by the City of Birmingham for additional repairs to a radiator that has been re-cored within the time frame heretofore mentioned.

In the event it is determined that any radiator submitted for repair will require the core to be replaced or the radiator itself to be replaced, the vendor is to immediately contact the City. The City will make a determination as to re-coring or replacing. If re-coring is chosen and the repair contractor does not have the re-coring contract the City will make arrangements for the pick-up and delivery of the radiator to the re-coring contractor. If replacing is chosen, the same procedure will apply.

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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 supply of RADIATORS (NEW AND REPAIR) for a period of one (1) year and month to month thereafter, in accordance with your invitation to bid and specifications dated MAY 12, 2022. Prices are F.O.B. Birmingham, Alabama delivered and are in exact accordance with specifications except as listed below.

GROUP ONE: NEW RADIATORS

#	DESCRIPTION	Brand Name	Qty.	UNIT PRICE	EXTENDED PRICE
1	New Radiator, International /Navistar truck. Ready-Radiator Part # 4373058S		3 ea.	$	$
2	New Radiator, International /Navistar truck. Ready-Radiator Part #437122		3 ea.	$	$
3	New Radiator, Freightliner truck. Ready-Radiator Part # 437194S		5 ea.	$	$
4	New Radiator, Freightliner truck. Ready-Radiator Part # 437196S		5 ea.	$	$
5	New Radiator, Ford 7000 series tractor, with cooler. OEM# D3NN8005B. Ready-Radiator Part #437844		2 ea.	$	$
6	New Radiator, 2001 Dodge Ram 1500 truck, 5.2L Ready-Radiator Part #431335		2 ea.	$	$
7	New Radiator, 2003-2004 Ford F-350 truck, 6.0 L diesel, Ready-Radiator Part # 433835		2 ea.	$	$
8	New Radiator, 2003 Ford F-150 truck, 4.6L Ready-Radiator Part #438200		4 ea.	$	$
9	New Radiator, 2004 Ford Expedition, 5.4L Ready-Radiator Part #432672		1 ea.	$	$
10	New Radiator, 2005 Ford Taurus 3.0 L. Ready-Radiator Part #431321		1 ea.	$	$
11	New Radiator, 2006 -2010 Ford Crown Victoria 4.6L. Ready-Radiator Part # 433988		4 ea.	$	$
12	New Radiator, 2009-2016 Chevrolet Impala 3.5 -3.6L. Ready-Radiator Part #433822		4 ea.	$	$
13	New Radiator, 2009-2015 Chevrolet Tahoe 5.7L, Ready-Radiator Part #432298		6 ea.	$	$
14	New Radiator, 2012-2016 Ford F-250 6.7L. Ready-Radiator Part # CU13230		3 ea.	$	$
15	New Radiator, 2013 Chevrolet Caprice 3.6L. Ready-Radiator Part # 813473		1 ea.	$	$
16	New Radiator, 2017 Ford Taurus 3.5L. Ready-Radiator Part #813308		4 ea.	$	$
17	New Radiator, 2015 -2019 Ford Explorer 3.7L. Spectra Part #RAD120		4 ea.	$	$
18	New Radiator, 2020 -2021 Ford Explorer 3.3L. Spectra Part # RAD209		6 ea.	$	$
19	New Radiator, 2021 Chevrolet Tahoe 5.3L Ready-Radiator Part #84243748		5 ea.	$	$
20	New Radiator, 2021 Dodge Charger 5.7L Ready-Radiator Part # CU13512		5 ea.	$	$
21	New Radiator, 2021 Ford F-150 5.0L Ready-Radiator Part # RAD255		10 ea.	$	$
			GROUP ONE TOTAL	**$**	**$**

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CARMEN JONES, PURCHASING AGENT

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BID(CONT'D)

GROUP TWO: RADIATOR REPAIR

#	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	Any metal constructed radiator for automobiles and less than two-ton trucks cleaned and repaired as per specifications.	40 ea.	$	$
2	Any metal constructed radiator for Class 6 & 7 trucks (F700-800, S1700 etc.) cleaned and repaired as per specifications.	25 ea.	$	$
3	Any metal constructed radiator for Class 8 trucks (IH F5070, DM686SX, IH S2573, etc.) cleaned and repaired as per specifications.	10 ea.	$	$
4	Any metal constructed radiator for Heavy Equipment **(off road construction equipment)** cleaned and repaired as per specifications.	5 ea.	$	$
5	Any plastic/aluminum composite radiator for automobiles and less than two-ton trucks **(Clean Only).**	80 ea.	$	$
6	Any plastic/aluminum composite radiator for two-ton truck or larger vehicle **(Clean Only).**	8 ea.	$	$
7	Any clean and repair of a heater core presented by the City.	4 ea.	$	$
		GROUP TWO TOTAL	$	$

NAME OF YOUR COMPANY _____

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BID FORM(CONT'D)

GROUP THREE: RADIATOR RE-CORING

#	DESCRIPTION	BRAND NAME	QTY	CORE PRICE	EXT PRICE
1	Re-core, International/Navistar Truck. Transpo new radiator # 437305S. Core dimensions: 31.25" x 12.75" x 2.25".		2 ea.	$	$
2	Re-core, Caterpillar dozer, bolt on tanks. Core dimensions: 45" x 47-13/16" x 4-1/2", 6 rows.		2 ea.	$	$
3	Re-core, Detroit Diesel, bolt on tanks. Core dimensions: 39-5/16" x 33-3/4" x 4-5/8", 6 rows.		2 ea.	$	$
4	Re-core, Detroit Diesel, bolt on tanks. Core dimensions: 43" x 25-7/8" x 3-1/16", 4 rows.		2 ea.	$	$
5	Re-core, Ford Tractor. Transpo new radiator # 437844. Core dimensions: 17.75 H x 18.725 W x 5 row, 8FPI.		2 ea.	$	$
6	Flat labor charge for the re-coring of any automotive or pickup truck (thru Class 5) radiator with soldered tanks.		2 ea.	$	$
	FLAT LABOR CHARGE FOR RE-CORING SOLDERED TANKS				
7	Re-coring of any Class 6 & 7 truck radiator with soldered tanks.		1 ea.	$	$
8	Re-coring of any Class 8 truck radiator with soldered tanks.		1 ea.	$	$
9	Re-coring of any agricultural- industrial equipment radiator with soldered tanks.		1 ea.	$	$
10	Re-coring of any heavy equipment radiator with soldered tanks. (off road construction equipment)		1 ea.	$	$
	FLAT LABOR CHARGE FOR RE-CORING BOLTED TANKS				
11	Re-coring of any Class 6 & 7 truck radiator with bolted tanks.		1 ea.	$	$
12	Re-coring of any Class 8 truck radiator with bolted tanks.		1 ea.	$	$
13	Re-coring of any agricultural industrial equipment radiator with bolted tanks.		1 ea.	$	$
14	Re-coring of any heavy equipment radiator with bolted tanks. (off road construction type equipment)		1 ea.	$	$
				GROUP THREE TOTAL	**$**

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BID FORM(CONT'D)

GRAND TOTALS FOR 1-3
GROUP 1 TOTAL $ _____

GROUP 2 TOTAL $ _____

GROUP 3 TOTAL $ _____

GRAND TOTAL $ _____
GROUPS 1-3

MANUFACTURER'S PRICE LIST
DISCOUNT ON ALL CORES _____%

DISCOUNT ON PASSENGER CAR/LIGHT TRUCK RADIATORS _____%

DISCOUNR ON MEDIUM/HEAVY DUTY TRUCK RADIATORS _____%

DISCOUNT ON AGRICULTURAL/INDUSTRIAL RADIATORS _____%

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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MAY 12, 2022
ITB: 22-69R

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://.dnd.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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YOLANDA COX, SENIOR BUYER **MAY 12, 2022**
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT **ITB: 22-69R**

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 acknowledges and agrees 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.

Date of Bid	DUNS #
Company	Name (Print Legibly or Type)
Street Address	Title
City State Zip	Signature
Post Office Box	Tax ID Number
City State Zip	E-Mail Address
Terms of Payment	Telephone Number
Cell Phone	Fax Number

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):** _____