

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

MELINDA CUNNINGHAM, SENIOR BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT

DECEMBER 1, 2022
ITB: 23-34

TO:	Prospective Bidders
INVITATION TO BID NUMBER:	Bid# 23-34 (A complete copy can be downloaded at www.birminghamal.gov)
SEPARATE SEALED BIDS FOR:	Video Imaging Vehicle Detection System (VIVDS)
INVITATION TO BID RESPONSES WILL BE RECEIVED BY:	Melinda A Cunningham, Senior Buyer Purchasing Division 710 North 20 th Street, P-100 City Hall Birmingham, AL 35203-2227

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

BID DUE DATE:	BID OPENING DATE:
December 20, 2022 by 5:00 PM (Central Standard Time)	December 21, 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 Melinda A Cunningham at melinda.cunningham@birminghamal.gov.

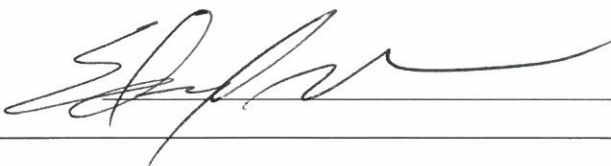
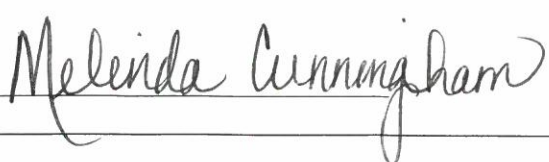
Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date. **Any submission modification(s) submitted after the “Bid Opening Due Date” may not be considered.**

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.

RELEASED BY:

  Melinda Cunningham

**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**

**MELINDA CUNNINGHAM, SENIOR BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**DECEMBER 1, 2022
ITB: 23-34**

INVITATION TO BID

Sealed bids marked "**Video Imaging Vehicle Detection System (VIVDS)**" will be received by the Purchasing Agent, P-100 First Floor of City Hall, 710 North 20th Street, Birmingham, Alabama 35203.

Bids will be accepted until 5:00PM central time (standard or daylight savings time, as applicable) on **Tuesday, December 20, 2022**. **Bids submitted after these dates and times will not be considered.**

Bids will be publicly opened at 10:00AM on Wednesday, December 21, 2022.

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.

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**).

TERM OF CONTRACT

Any contract resulting from this ITB will become effective upon bid award. Per Section 3-3-7(7) of the Birmingham City Code and State Bid Law, the proposed contract shall be in effect for a minimum of one (1) year guaranteed with the option of renewal, contingent upon Council approval.

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

In order for any bid award to be considered your bid must be accompanied by an acceptable bid bond, certified check or cashier's check in the amount of \$1,000.00 payable to the City of Birmingham. Bid bond, certified check or cashier's checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond check shall be forfeited.

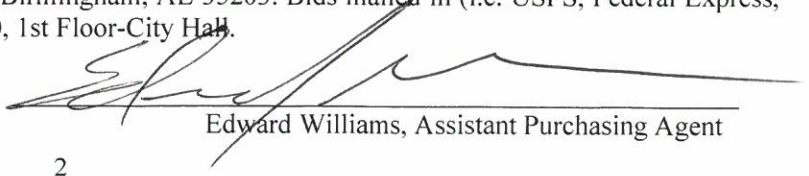
No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

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 "**ITB# 23-34 "Video Imaging Vehicle Detection System (VIVDS)", 5:00 PM, December 20, 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.

mc: BN 12/07/2022


Edward Williams, Assistant Purchasing Agent

**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**

**MELINDA CUNNINGHAM, SENIOR BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**DECEMBER 1, 2022
ITB: 23-34**

INVITATION TO BID – *Continued*

GENERAL

The City of Birmingham is seeking bids for Video Imaging Vehicle Detection System (VIVDS). The basis of the bid is for the supply of all herein described items the City may require during the life of this contract to be utilized by The City of Birmingham Transportation Department.

CONTACT

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

Questions regarding technical aspects should be addressed in writing to Kelvin Blevins, Deputy Director of Operations, Transportation Department, by email, kelvin.blevins@birminghamal.gov between the hours of 8:00 AM and 5:00 PM Monday through Friday.

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.

CORRECTIONS/AUTHORIZED SIGNATURE

Bids having any erasures or corrections must be initialed in ink. Bid must be signed in ink by an official authorized representative.

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.

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.

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.

**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**

**MELINDA CUNNINGHAM, SENIOR BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**DECEMBER 1, 2022
ITB: 23-34**

INVITATION TO BID – *Continued*

BUSINESS LICENSE

The City of Birmingham must have a copy of the successful bidder's current City of Birmingham business license prior to formal award of contract. Each bidder may submit a copy of his/her license along with his/her bid. However, in the event you receive a notification of intent to award letter, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt. Failure to submit the requested information will result in the notice of intent to award being revoked.

SPECIFICATIONS

Video Imaging Vehicle Detection System (VIVDS) that is a cost-effective traffic (sensor) system. Equipment shall be with simple installation and eliminate the requirement for costly trenching and can detect numerous traffic lanes with a sole unit. A system that reduces the number of devices required without expensive routine maintenance.

VIDEO IMAGING VEHICLE DETECTION SYSTEM (VIVDS) consisting of:

- 4-Way VIVDS Kit, Part Number ITSP-PM120CV-4
- Single Channel Processor, Part Number ITSP-V100
- Surge Suppression Panel for 6 Cameras, Part Number ITSP-SSP-6
- 1000ft Siamese Coax Cable, Part Number ITSP-Cable
- RG-59 BNC Connector, Part Number ITSP-BNCs
- 6ft BNC to BNC Cable, Part Number ITSP-6ftCABLE
- HD VIVDS A/C Camera with Digital Zoom, Part Number ITSP-PM120CR
- Installation Kit, Part Number ITSP-Deluxe Kit

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

DESCRIPTION

The manufacturer, model and/or series of each item listed reflects what the City has bought and has in use at the present time. Some items are somewhat unique in appearance, style and/or functionality and replacement items will need to match other existing items of the same kind in certain areas. For any item specified that has been discontinued, bidder should offer the manufacturer's proposed substitute or closest match available. Except the items which specifically state **NO SUBSTITUTE**, the City will consider manufacturers of brands other than those specified as long as they are comparable in appearance, quality, functionality, design and/or any other features, normally considered of a critical nature for the specific item being bid.

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.**

**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**

**MELINDA CUNNINGHAM, SENIOR BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**DECEMBER 1, 2022
ITB: 23-34**

INVITATION TO BID – *Continued*

DELIVERY

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

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

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

Each bidder is responsible for all costs involved in the preparation of the bid, providing any sample requested, including transportation to and from the City site and any other costs incurred by the bidder during the bid process. Delivery will be Monday through Thursday only! No deliveries are accepted on Friday, weekends and holidays.

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
TRANSPORTATION DEPARTMENT
601 6TH AVENUE SOUTH
BIRMINGHAM, AL 35233-1005**

*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.

PRICES

Include all labor, materials, equipment, overhead and profit to complete projects as specified. Bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction. All such costs are to be included in the price bid for each project. City will not pay any additional items of cost listed separately.

PRE-PAYMENTS

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

TAX

The City of Birmingham is exempt from all Federal Tax, and sales and use tax, except Alabama tax on oils, lubricants and fuels specifically bought for over-the-road transportation use.

PAYMENT TERMS

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

**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**

**MELINDA CUNNINGHAM, SENIOR BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**DECEMBER 1, 2022
ITB: 23-34**

INVITATION TO BID – *Continued*

WARRANTY

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

INSURANCE

The successful party shall carry general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$100,000.00 for each occurrence and shall include, but not limited to, personal injury, property damage, vandalism, property loss and theft. The successful party shall also carry automobile liability insurance with limits of not less than \$100,000.00 bodily injury per occurrence, \$100,000.00 property damage or combined single limit of \$100,000.00. Party shall carry Workman's Compensation coverage in an amount adequate to comply with statutory requirements. Such policies shall name the City of Birmingham as an additional insured and shall contain an endorsement providing that the City will be given not less than thirty (30) day notice in writing prior to cancellation or change of coverage provided by said policies. Insurance shall be through companies authorized to do business in the State of Alabama. Certificate of insurance must be presented to the City within ten (10) days of notice of award and prior to commencement of any work. Successful party is required to include the bid proposal number on the evidence of insurance document. The City's bid number **(23-34)** must appear on any/all copies of the certificate of insurance.

Policies that state the company will endeavor to provide thirty (30) day notice prior to cancellation or change of coverage, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives are not acceptable. Insurance shall be through companies authorized to do business in the State of Alabama with a B+ rating or better according to the most current edition of Best's Insurance Reports. Party is to provide written documentation of the company's rating with the proposal.

QUANTITIES

The quantities on the Bid Form are **estimated annual usages for evaluation purposes only**. Merchandise shall be ordered as requirements dictate. The City reserves the right to purchase more or less than this quantity as conditions require, and no bidder shall attempt to hold the quantities shown as a firm quantity under this contract.

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.

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 an award.

Any bid that stipulates a reversal of freight charges if a minimum quantity or purchase order amount is not ordered, will be determined a non-responsive bid and will not be considered for an award.

SINGLE BID

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

AWARD

Contract will be awarded to the lowest, most responsive and responsible bidder who meets all bid requirements and has a history of successfully providing like products

**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**

**MELINDA CUNNINGHAM, SENIOR BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**DECEMBER 1, 2022
ITB: 23-34**

INVITATION TO BID – *Continued*

CONTRACT AWARD

The contract shall become effective from the date in the Notification of Award letter which will be mailed to the successful vendor. Contract award to purchase the service covered in this bid document shall be construed under and governed by the law of the State of Alabama and each party thereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

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

Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties, and other amounts due the City from the successful bidder.

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.

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.

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

CANCELLATION

The City reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City determines that the services, item(s) and/or product lines(s) being supplied is/are failing to perform satisfactorily. Any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered for award. Municipalities are not liable for sales tax: reference Code of Alabama Section 40-23-4. Costs normally considered pass through costs (property tax, use tax, delivery charge, etc.) to the customer by the provider must be included in any fee proposed (Code of Alabama 40-12-222.) For the purchase of personal property, the City’s policy is to apply a local preference option, as allowed by the State of Alabama Code, Section 41-16-50, in determining the low bidder. The contract shall become effective from the date of the Notification of Award letter which will be mailed to the successful bidder.

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.

**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**

**MELINDA CUNNINGHAM, SENIOR BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**DECEMBER 1, 2022
ITB: 23-34**

INVITATION TO BID – *Continued*

ADDITIONAL PURCHASES

The City has attempted to list all items required for “Video Imaging Vehicle Detection System (VIVDS)” required during the term of the contract, if mutually agreed upon, additional contracts may be executed, based upon this bid for the same item(s) or related types and/or sizes.

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

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.

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.

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.

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.

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.

HOLD HARMLESS AND INDEMNIFICATION

Vendor(s) shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the “Indemnitees”) from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys’ fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter “Claims”) by any third parties (including any employee, subcontractor or representative of the Vendor, hereafter a “Vendor Representative”) that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor’s performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Vendor or any Vendor Representative may encounter; or (c) the use or occupancy of the work sites by Vendor or any Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnatee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnatee(s) for Claims resulting from the sole negligence or from the willful misconduct of the Indemnatee(s).

**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**

**MELINDA CUNNINGHAM, SENIOR BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**DECEMBER 1, 2022
ITB: 23-34**

INVITATION TO BID – *Continued*

NON-COLLUSION

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

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.

PUBLIC DISCLOSURE

Subject to applicable law or regulations, the content of each Bidder's Proposal shall become public information upon the effective date of any resulting contract.

GENERAL

The City of Birmingham expressly reserves the right to reject any or all bids, or parts of bids, or to re-bid and to make the award or awards as the best interest of The City of Birmingham appears.

GUARANTEE

Bidder certifies by bidding, that he is fully aware of the conditions of service and purpose for which item(s) included in this bid are to be purchased, and that his offering will meet these requirements of service and purpose to the satisfaction of Community Development Department and The City of Birmingham Finance Purchasing Division and its agent.

Melinda A. Cunningham

Melinda A. Cunningham, Senior Buyer

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

MELINDA CUNNINGHAM, SENIOR BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT

DECEMBER 1, 2022
ITB: 23-34

BID FORM

In order for any bid award to be considered your bid must be accompanied by an acceptable bid bond, certified check or cashier's check in the amount of \$1,000.00.

Submitted below is my firm bid for **Video Imaging Vehicle Detection System (VIVDS)** for the City of Birmingham for a period of one (1) year, in accordance with your invitation to bid and specifications dated December 1, 2022. Prices are F.O.B. Birmingham, AL picked-up and I am bidding in accordance with specifications except as listed below.

#	DESCRIPTION	BRAND NAME & PRODUCT NO	QTY	UOM	UNIT PRICE	EXTENDED TOTAL
1	4-Way VIVDS Kit, P/N ITSP-PM120CV-4 <i>or approved equal</i>		2	Each	\$	\$
2	Single Channel Processor, P/N ITSP-V100 <i>or approved equal</i>		8	Each	\$	\$
3	Surge Suppression Panel for 6 Cameras, P/N ITSP-SSP-6 <i>or approved equal</i>		2	Each	\$	\$
4	1000ft Siamese Coax Cable, P/N ITSP-Cable <i>or approved equal</i>		2	Each	\$	\$
5	RG-59 BNC Connector, P/N ITSP-BNCs <i>or approved equal</i>		10	Each	\$	\$
6	6ft BNC to BNC Cable, P/N ITSP-6ftCABLE <i>or approved equal</i>		8	Each	\$	\$
7	HD VIVDS A/C Camera with Digital Zoom, P/N ITSP-PM120CR		8	Each	\$	\$
8	Installation Kit, P/N ITSP-Deluxe Kit <i>or approved equal</i>		1	Each	\$	\$
9	Shipping and Handling		1	Each	\$	\$
GRAND TOTAL						\$

***Please ensure that a copy of all product warranty information is included in your submitted bid.**

MAXIMUM DISCOUNT:

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

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

The federal government has changed from the DUNS Number to the Unique Entity ID which is generated by going to SAM.gov.

- The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by [SAM.gov](https://sam.gov).
- As part of this transition, the DUNS Number has been removed from [SAM.gov](https://sam.gov).

NAME OF YOUR COMPANY: _____

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

MELINDA CUNNINGHAM, SENIOR BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT

DECEMBER 1, 2022
ITB: 23-34

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 statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) ☐ Are ☐ are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission 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.

AUTHORIZED SIGNATURE

TITLE

PRINTED NAME

DATE

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

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

MELINDA CUNNINGHAM, SENIOR BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT

DECEMBER 1, 2022
ITB: 23-34

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.

The federal government has changed from the DUNS Number to the Unique Entity ID which is generated by going to SAM.gov.

- The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov.
- As part of this transition, the DUNS Number has been removed from SAM.gov.

Bidder acknowledges receipt of _____ addenda(s).
(addenda numbers)

This page must be returned with bid.

UEI # _____

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 (ARO)

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)** _____
-
-

