

**CITY OF BIRMINGHAM-PURCHASING DIVISION  
710 NORTH 20<sup>TH</sup> 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**

**APRIL 26, 2023  
ITB: 23-50**

<b>TO:</b>	Prospective Bidders
<b>INVITATION TO BID NUMBER:</b>	<b>Bid # 23-50 (A complete copy can be downloaded at <a href="http://www.birminghamal.gov">www.birminghamal.gov</a>)</b>
<b>SEPARATE SEALED BIDS FOR:</b>	<b>Custom Mobile App Services</b>
<b>INVITATION TO BID RESPONSES WILL BE RECEIVED BY:</b>	Melinda Cunningham, Senior Buyer Purchasing Division 710 North 20 <sup>th</sup> Street, P-100 City Hall Birmingham, AL 35203-2227

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

<b>BID DUE DATE:</b>	<b>BID OPENING DATE:</b>
<b>MAY 25, 2023 by 5:00 PM (Central Standard Time)</b>	<b>MAY 26, 2023 at 10:00 AM (Central Standard Time)</b>

**Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at [www.birminghamal.gov](http://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  
710 North 20<sup>th</sup> Street  
P-100 City Hall  
Birmingham, AL 35203-2227

**TELEPHONE INQUIRIES – NOT ACCEPTED**

Telephone inquiries with questions regarding clarification of any and all specifications of the ITB will not be accepted. All questions **must** be e-mailed to Melinda Cunningham at [melinda.cunningham@birminghamal.gov](mailto: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Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date.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.**

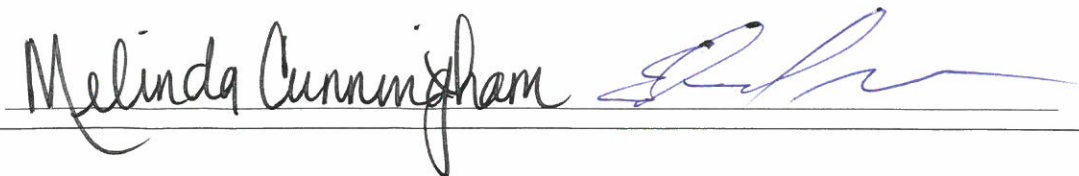
The City of Birmingham reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid. The City of Birmingham may award contract in whole or in part based on the needs of the City of Birmingham.

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.**

Published Alabama Messenger 04/26/2023

RELEASED BY:



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**INVITATION TO BID**

Sealed bids marked "Custom Mobile App Services" will be received by the Purchasing Agent, P-100 First Floor of City Hall, 710 North 19<sup>th</sup> Street, Birmingham, Alabama 35203.

Bids will be accepted until 5:00 P.M. central time (standard or daylight savings time, as applicable) on **MAY 25, 2023**.  
**Bids submitted after these dates and times will not be considered.**

**Bids will be publicly opened at 10:00 a.m. on MAY 26, 2023.**

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

**ADDENDA**

Any addenda will be available on the internet. Bidder is responsible for checking the website for addenda until the bid opening date. Addenda will be mailed to only those vendors who were provided a copy in person or by mail.


**CERTIFIED CHECK/BID BOND/CASHIER'S CHECK**

It is required for any contract exceeding \$10,000.00 that the bidder submits with his bid a certified check, a cashier's check, or a bid bond payable to the City of Birmingham. In order for any bid award to be considered that exceeds \$10,000.00, your bid must be accompanied by an acceptable bid bond, cashier's or certified 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.

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

Bids must be submitted in a sealed envelope marked "**Custom Mobile App Services, 5:00 PM, MAY 26, 2023.**" 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, Assistant Purchasing Agent

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**INVITATION TO BID – *Continued***

**GENERAL**

The City of Birmingham is seeking bids for Custom Mobile App Services that specializes on developed custom app for law enforcement. The City intends to award to the lowest priced, most responsive, and responsible bidder.

**CONTACTS**

Questions regarding procurement should be addressed in writing to Melinda Cunningham, Senior Buyer – Purchasing Division, either by fax: 205-254-2484 or email: [melinda.cunningham@birminghamal.gov](mailto:melinda.cunningham@birminghamal.gov) between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. Questions regarding technical aspects should be addressed in writing to Annette Harris, Deputy Director Enterprise Systems, Information Management Systems (IMS) either by fax: 205-254-2010 or email: [annette.harris@birminghamal.gov](mailto:annette.harris@birminghamal.gov) between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

**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.

**DETAILED SPECIFICATIONS**

The Custom Mobile App Services should be available for download free of charge by the public. Persons who download the custom mobile app will have the most up to date information from the Agency, and are able to quickly receive alerts and important information, that they can then easily share with family members, friends, and neighbors via the app itself.

**Included in Annual Service:**

Full Technical Support: Account Management Team that provide ongoing support for needed changes and updates, and is reachable via support email and 800 number, as well as through the Contact Support feature in the app control panel.

**iOS & Android App Updates:**

Ability to update or rebuild when iOS and Google or 3<sup>rd</sup> Parties make changes that require updates. Also continue to evolve solutions to improve functionality of the app control panel and app for improved agency and user experience.

**AWS Storage / Space:**

Host content and control panel in the AWS Cloud

**Training:**

Provided to members of the agency on how to increase engagement via app usage and marketing, and on use of the mobile app and app content panel.

**Quarterly App Review:**

Evolve app to meet agency and community needs to include the communications agency leadership and the team.

**Advance App Analytics:**

Enable the agency to view the number of downloads on each platform, as well as usage stats for each feature. The agency can view the advanced analytics at any time through the app control panel.

**Social Media Integration:**

Push notifications and blogs to send content to Agency's Facebook and Twitter feeds.

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**INVITATION TO BID – *Continued***

The developed custom smartphone app prototype designed to include the following features:

1. Weather
2. Social Media
3. News/Events
4. Chief of Police Welcome
5. Contact Us
6. Jail Information (Recent arrests, Inmate Roster, Visitation, etc.)
7. Sex Offenders
8. Submit A Tip
9. Accident Reports
10. Safety Tips
11. Join Our Team (Employment Information)
12. Community Feedback Custom Forms (Commend a Deputy, Comments, Complaints, etc.)
13. Advance Analytics
14. Social Media Integration
15. Multi-Channel Push Notifications (Public Channels, Community Events, Traffic, and Private Channels, Employee Notifications, etc.)
16. NWS Rebroadcast
17. Additional (Links to various associations, information and website)

**SPECIFICATIONS**

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

**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.

**PERSONNEL**

The Contractor represents that Contractor will secure at Contractor's own expense, all personnel required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

**BASIS FOR AWARD**

Other factors that will be considerations:

- A. Warranty period
- B. Responses provided from the evaluation questionnaire
- C. Cost. The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the invitation is determined most advantageous to the City of Birmingham, price and other factors considered.

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**INVITATION TO BID – *Continued***

**OTHER REQUIREMENTS**

A. Contractor shall conduct all work in a manner that conforms to all Federal, State, Local laws and in compliance with all applicable codes, standards, and local ordinances.

B. Contractor must notify City of Birmingham authorized personnel of any potential conflict of interest it may encounter in Contractor's dealings with suppliers and/or subcontractors.

**PERMITS**

All permits necessary for the prosecution of the work shall be secured and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances and regulations bearing on the conduct of the work.

**WARRANTY**

The Contractor shall warrant that the work herein contracted will be as specified and will be free from defects in design, workmanship, and materials. If within the warranty period the work fails to meet the provisions of this warranty, the Contractor shall promptly correct any defects, including nonconformance with the contract documents by adjustment, repair, or replacement of all defective parts or materials. The warranty period shall begin on the date of final acceptance and shall continue for a period of one (1) year. This warranty shall be extended to cover all repairs and replacements furnished under the warranty and the proof of the warranty for each such repair or replacement shall be one (1) year after installation or completion. The Contractor will be given an opportunity to confirm the existence of the defect, but he shall not delay the correction while making such determination. If within ten days after the City has notified the Contractor of a defect, failure, or abnormality in the work, and the Contractor has not started to make the necessary repair or adjustments or to order the work to be done by a third party, The City may contract or make the necessary repairs or adjustments with the cost of the work paid by the Contractor. **PLEASE ATTACH A COPY OF YOUR WARRANTY AS PART OF YOUR BID SUBMISSION.**

**REPAIR OF DAMAGES**

It is the responsibility of the Contractor to repair any damages incurred in the area that is directly related to the project. When damages occur, the City of Birmingham's Representative is to be notified and shall inspect the repairs upon completion.

*(Bidder Questionnaire Begins On Following Page)*

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**QUESTIONNAIRE**

Company Business and Financial Qualifications

Local office of your firm has developed custom app service and has performed work similar to the scope of this contract for \_\_\_\_\_ years.

Local office of your firm has been in business under its present name for \_\_\_\_\_ years.

Has your company (local office) ever failed to complete a project or contract? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, explain in detail:

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Has your company (local office) ever been involved in any litigation or arbitration as a result of projects or contracts of a similar nature? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, explain in detail:

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List other types of work or activities, if any, that your company (local office) engages in:

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Company Qualifications: List at least three (3) commercial client references that you currently have or have successfully completed development for.

Company Name: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Beginning/Ending Dates (Month/Year) of Contract: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Beginning/Ending Dates (Month/Year) of Contract: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Beginning/Ending Dates (Month/Year) of Contract: \_\_\_\_\_

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**INVITATION TO BID – *Continued***

**TAX**

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

**PRE-PAYMENTS**

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

**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.**

**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  
Information Management Systems (IMS)  
Attn: Annette Harris  
712 19<sup>th</sup> Street North  
Birmingham, AL 35203**

If an invoice does not agree with the purchase order, credits or a corrected invoice will be required in order for the City to process payment.

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

**INVOICING**

- A. Invoices are subject to the approval by City of Birmingham authorized personnel.
- B. Invoices shall be submitted promptly upon completion of the work order.
- C. Invoices shall be an itemized detailed statement of services rendered. The invoices shall contain the following information. If any of the information below is not provided, the invoice will be returned to Contractor for correction and resubmission.
- D. Purchase Order Number must be referenced on each invoice.
- E. Each invoice should be clearly marked as to whether or not the work on that work order is complete. Correspondingly, the invoice should be marked as a "final" invoice for completed work.
- F. All materials used on the job must be listed on the invoice. Material listing shall contain a description, number used, single item cost an extended cost of each material. Invoices from suppliers shall be kept on file by Contractor and must be available for review by City of Birmingham auditors if requested.

**PRICES**

Include transportation (including fuel surcharge, if applicable)

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**INVITATION TO BID – *Continued***

**THIRD-PARTY “REMIT-TO”**

If a Bidder has a third-party “remit-to” company, that information must appear on the Bidders response. The City of Birmingham will send payment to the company designated by the 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 a 45-day written notification to the requesting department and Accounting Division of the City of Birmingham.

**PRICING ESCALATION/DE-ESCALATION**

The City of Birmingham may take into consideration an Economic Price Adjustment. All prices offered shall be firm against any increase for twelve (12) months from the effective date of the contract. Sixty (60) days prior to renewal, the City of Birmingham may entertain a request for escalation in accordance with the most recently published consumer price index. Each successive renewal option will be treated in the same manner. The City of Birmingham reserve the right to accept, reject, or negotiate the request for a price increase. If the price increase is approved, the price will remain firm for one (1) year from the date of the increase. This clause also enables the City of Birmingham to seek de-escalation on the same terms.

**UNIQUE ENTITY ID**

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.

**QUANTITIES**

The quantities shown on the bid form are estimated 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.

**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.

**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.**

**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.

**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.

**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.



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**INVITATION TO BID – *Continued***

**CANCELLATION**

The City reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City determines that the services, item(s) and/or product lines(s) being supplied is/are failing to perform satisfactorily. Any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered for award. 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.

**CONTRACT ADDITIONS**

If mutually agreed upon within twelve (12) months from bid opening date, this bid may be used as the basis for additional services of same type and scope as requested herein

**ADDITIONAL PURCHASES**

The City has attempted to list all items required for Custom Mobile App Services (Purchase and Installation) parts and repair 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.

**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.

**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.**

**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.

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**INVITATION TO BID – *Continued***

**INSURANCE REQUIREMENTS**

**Liability Insurance:** For the duration of this contract and for limits not less stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$1,000,000.00 total with a maximum of \$500,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Contractor with limits of not less than \$500,000.00 bodily injury per occurrence, \$500,000.00 property damage or combined single limit of \$500,000.00; and (iii) Workman's Compensation coverage in an amount adequate to comply with the statutory requirements. The City's bid number must appear on any/all copies of the certificate of insurance.

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance reports. Bidder is to provide written documentation of the company's rating with their bid.

The Contractor may use umbrella or excess liability insurance to achieve the required coverages, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein.

**City Additional Named Insured:** Except for Worker's Compensation coverage, all coverages shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work. The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability, but shall allow coverage for the City to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG 2010.1185.

**Policies Primary:** All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

**Waiver of Subrogation:** Contractor shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City, and its officers, employees, agents, contractors and subcontractors. Further, Contractor hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the Contractor or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

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

**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.

**PROPRIETARY DOCUMENTS**

Any documents considered proprietary by the Bidder must be clearly marked as proprietary. Documents will be handled in compliance with the rules of the City of Birmingham and the Bid Laws of the State of Alabama.

**CITY OF BIRMINGHAM-PURCHASING DIVISION  
710 NORTH 20<sup>TH</sup> 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**

**APRIL 26, 2023  
ITB: 23-50**

**INVITATION TO BID – *Continued***

**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.

**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.

**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.

**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.

**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.

**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 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).

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EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT

APRIL 26, 2023  
ITB: 23-50

INVITATION TO BID – *Continued*

**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

**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.

**GENERAL**

The City expressly reserves the right to reject any and all bids submitted and bidders determined to be non-responsible or non-responsive.

*Melinda A. Cunningham*

Senior Buyer

**CITY OF BIRMINGHAM-PURCHASING DIVISION  
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EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**APRIL 26, 2023  
ITB: 23-50**

**BID FORM**

Edward Williams  
Assistant Purchasing Agent  
Birmingham, Alabama

Submitted below is my firm bid for CUSTOM MOBILE APP SERVICES (PURCHASE AND INSTALLATION), for the City of Birmingham. 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. Upon approval of both parties, the life of this contract shall exist with the provision that no price increase in the original bid prices shall be allowed, in accordance with your Invitation to Bid and Specifications dated APRIL 26, 2023. Prices quoted are f.o.b. Birmingham, AL, and I am bidding in exact accordance with the specifications except as listed below.

#	DESCRIPTION	PRICE
1	Annual Subscription Support Includes: Full Technical Support iOS & Android App Updates Content Updates Monitoring Training Quarterly App Review with Client / Stakeholders	\$
2	Maintenance Fee	\$
<b>GRAND TOTAL FOR CUSTOM MOBILE APP SERVICES</b>		<b>\$</b>

Please include a copy of your company's Terms and Conditions which is required for this bid.

<p><b><u>MAXIMUM DISCOUNT:</u></b>          Guaranteed discount if bid is renewed for 2<sup>nd</sup> year: _____ %           Guaranteed discount if bid is renewed for 3<sup>rd</sup> year: _____ %</p>
---

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](http://SAM.gov).
- As part of this transition, the DUNS Number has been removed from [SAM.gov](http://SAM.gov).

NAME OF YOUR COMPANY: \_\_\_\_\_

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EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**APRIL 26, 2023  
ITB: 23-50**

**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

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**APRIL 26, 2023  
ITB: 23-50**

**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)** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF ALABAMA )  
JEFFERSON COUNTY )

**VENDOR AGREEMENT**

THIS AGREEMENT entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **City of Birmingham, Alabama** (hereinafter referred to as the “City” or “Customer”) and \_\_\_\_\_ (hereinafter referred to as “Vendor” or “Host”),  
\_\_\_\_\_.

The City is authorized by §11-40-1, Code of Alabama 1975, to contract for authorized goods and services. The City has authority pursuant to §11-47-11, Code of Alabama, 1975, to set aside, appropriate and use municipal funds or revenues for the purpose of developing, advertising and promoting all resources of every kind within the City. The City also has authority pursuant to §11-43-55, Code of Alabama, 1975, to require all things necessary for the maintenance of an efficient police department.

The City is retaining Vendor to provide the following goods or services to the City (the “Work”): Vendor agrees to develop, design, build and provide a custom mobile app and provide support services as detailed in Vendor’s attached proposal dated \_\_\_\_\_.

Vendor certifies and warrants that it is supplying custom software or is the only vendor or supplier of these unique services and/or commodities and the contractual services and/or purchase of commodities described in this agreement are by their very nature impossible to award by competitive bidding such that the competitive bidding requirements of Article 3, Chapter 16, Title 41 of the Code of Alabama 1975, do not apply to the purchase of these contractual services and/or commodities.

In exchange for good and valuable consideration received by Vendor, the receipt and sufficiency of which is acknowledged, the parties covenant, agrees and represent as follows:

1. **Compensation.** For and in consideration of Vendor providing the Work to the City, the City agrees to pay the Vendor the total sum of \_\_\_\_\_/100 dollars (\$ \_\_\_\_\_), payable in the following manner:  
One year price for one year of mobile app services: \$ \_\_\_\_\_
2. **Term.** The term of this Agreement shall be **one (1) year** from the date set forth above (the “Term”). Time is of the essence in performing the Work. Vendor will not be compensated for any Work performed following the expiration of the Term. The Parties may enter into a new Agreement at the end of the Term. At the end of the contract period, Vendor will contact Customer for a continuation confirmation. Confirmation will be communicated through email or other electronic means or written means. Vendor will also send an Annual Maintenance and Support invoice 30 days prior to the end of the First year of this agreement. Receiving the Annual Maintenance and Support invoice without continuation confirmation does not lock the Customer into continuation of this Agreement for the next year. Customer will have 30 days to decline continuation. Vendor retains ownership of all



intellectual property rights associated with the services, its technology and any enhancements or modifications thereof.

3. **Termination.** Notwithstanding any other provision herein, the City may terminate this Agreement for its convenience upon not less than thirty (30) days' written notice to Vendor.
4. **Licensing.** As a condition to receiving payment from the City, Vendor, at its own expense, will obtain and maintain all licenses, permits or other governmental authorizations needed to perform the Work, including without limitation, a business license issued by the City.
5. **Default.** If the Vendor defaults on a material obligation to the City under the Agreement (a "Default"), the City may terminate the Agreement if, following the City's provision of written notice of Default to Vendor, the Vendor fails to correct or remedy the Default within seven (7) days after receipt of notice. This remedy is in addition to any other provided in the Agreement or available by law.
6. **Insurance.** If this Agreement involves services; For the duration of the Agreement and for limits not less than stated below, the Vendor shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to the City:
  - (a) Comprehensive General Liability: One Million Dollars (\$1,000,000);
  - (b) Automobile Liability: Automobile Liability, if applicable, covering owned and rented vehicles operated by the Vendor in the performance of this Agreement, with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit and aggregate for bodily injury and property damage;
  - (c) Workers Compensation: Workers' Compensation and Employers Liability as required by statute; and
  - (d) Professional Liability: Professional Liability covering the Vendor's negligent acts, errors and omissions in its performance of professional services with policy limits of not less One Million Dollars (\$1,000,000) per claim and in the aggregate.

Before the execution of the Agreement, the Vendor shall provide the City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate(s) shall name the City, and its officials and employees, as additional insured on the Comprehensive General Liability, Automobile Liability with respect to claims or liabilities arising out of Vendor's operations.

7. **Independent Contractor.** Vendor is an independent contractor of the City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the City and Vendor. Further, the City retains no control or authority with respect to its means and methods in which the Vendor (or any of its employees or representatives) performs the Work. There are no third party beneficiaries under this Agreement.
8. **Assignment.** Vendor may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of the City, which consent may be withheld for any reason.
9. **Undue Consideration.** Vendor represents that it has not employed or retained any firm, entity or person to solicit or secure its selection to enter into this Agreement, and that it has not paid or agreed to pay any fee, commission, percentage, gift or other consideration to any such firm, entity or person that is contingent upon or resulting from the award or making of this Agreement. The City, at its sole discretion, may terminate the Agreement without liability if Vendor violates this provision.

10. **Offset for Overdue Fees, Taxes, Etc.** Pursuant to Executive Order of the Mayor of Birmingham No. 76-09 (effective as of August 21, 2009), Vendor acknowledges and agrees that the City has the right to deduct from the total amount of consideration to be paid, if any, to Vendor under this Agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from Vendor.
11. **Historically Underutilized Business Enterprises.** Vendor acknowledges and agrees that the City, as a matter of public policy, encourages participation of minority-and women-owned and other disadvantaged business enterprises to the maximum extent possible. This policy includes historically under-utilized 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.
12. **Non-Discrimination.** During the performance of this contract the Vendor agrees as follows:
  - (1) The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - (2) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further municipal contracts.
13. **Immigration Act Compliance** (a) Vendor represents and warrants that it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the "Act"). (b) Vendor represents and warrants that it will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that Vendor is enrolled in the E-Verify program. During the performance of this Agreement, Vendor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations. (c) Vendor agrees to comply with all applicable provisions of the Act with respect to its subcontractors by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work for Vendor on the Project in Alabama, that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Vendor represents and warrants

that Vendor shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which Vendor knows is not in compliance with the Act. (d) By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

- 14. **Boycotting Activities.** By signing this contract, Vendor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- 15. **Entire Agreement.** This agreement (including attachments hereto) represents the entire agreement between the parties, and supersede all prior negotiations, representations or agreements, either written or oral. In the event of any conflict in the provisions of this Agreement and the provisions of the attached proposal dated April 26, 2023, this Agreement shall govern and control. This Agreement may be amended only by written instrument signed by both parties.

IN WITNESS WHEREOF the parties hereto have herein below set their hands and seals.

**CITY OF BIRMINGHAM**

**ATTEST:**

\_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Randall L. Woodfin, Mayor

DATE: \_\_\_\_\_

**WITNESS:** \_\_\_\_\_

**VENDOR:** \_\_\_\_\_

BY: \_\_\_\_\_

(Its) \_\_\_\_\_

DATE: \_\_\_\_\_

TAX I.D.#: \_\_\_\_\_

**Approved as to Form by Law Department:**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_