

**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**

**CHAUNCEY CALDWELL, BUYER
EDWARD WILLIAMAS, ASST. PURCHASING AGENT**

**APRIL 04, 2023
ITB: 23-45**

TO:	Prospective Bidders	
INVITATION TO BID NUMBER:	Bid #23-45 (A complete copy can be downloaded at www.birminghamal.gov)	
SEPARATE SEALED BIDS FOR:	Mobile Equipment Tires	
INVITATION TO BID RESPONSES WILL BE RECEIVED BY:	Chauncey Caldwell, 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:	
Monday, April 24, 2023 by 5:00 PM (Central Standard Time)	Tuesday, April 25, 2023 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 Employment & Bidding, 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 chauncey.caldwell@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Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date.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 Due Date" may not be considered.**

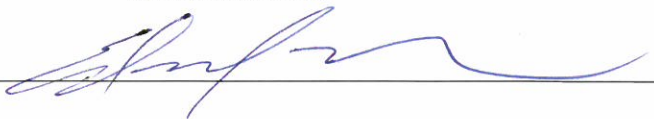
The City of Birmingham reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid. The City of Birmingham may award contract in whole or in part based on the needs of the City of Birmingham.

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 ON 04/05/2023

RELEASED BY:



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INVITATION TO BID**

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Sealed bids marked “**Mobile Equipment Tires**”, will be received by the Purchasing Agent, 710 North 20th Street, P-100 First Floor City Hall, Birmingham, Alabama 35203.

Bids will be accepted until 5:00 P.M. central time (standard or daylight savings time, as applicable) on **April 24, 2023**. **Bids submitted after these dates and times will not be considered.**

Bids will be publicly opened at 10:00 A.M. on April 25, 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 (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. 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 “**Bid #23-45 Mobile Equipment Tires, 5:00 PM.**” Bids may be **hand delivered** to Purchasing, Room P-100 First Floor, City Hall, Birmingham, Alabama or **mailed** to City of Birmingham, 710 North 20th Street, Birmingham, AL 35203. Bids mailed in (i.e. USPS, Federal Express, UPS, Airborne, etc.) **must** specify delivery to Room P-100, 1st Floor-City Hall.


Edward Williams, Asst. Purchasing Agent

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INVITATION TO BID (CONT'D)

GENERAL

The City of Birmingham is seeking bids for a contract for mobile equipment tires for its fleet of mobile equipment. The basis of the bid shall consist primarily of any and all tires and tire repair service as may be required by the City of Birmingham. The City intends to award this contract to the lowest priced, responsive, responsible bidder.

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.

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

TERMINATION OF CONTRACT

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a "non-responsive vendor" This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

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

PRICES

Include transportation (including fuel surcharge, if applicable)

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.

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.

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INVITATION TO BID (CONT'D)

ADDITIONAL PURCHASES

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

REDUCTION IN COST

Bidder agrees that the City of Birmingham will be charged no more for item(s) bid than the State of Alabama, and that in the event of a price reduction; the City will receive the benefit of such reduction on any undelivered portion of contract.

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

NON- DISCRIMINATION POLICY

Vendor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, sex, gender identity, sexual orientation, disability, familial status, or national origin in the performance of the services contemplated hereunder. Failure by the bidder to carry out these requirements is a material breach of its obligations which may result in its termination or such other remedy as the City deems appropriate.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Vendor acknowledges and agrees that, consistent with federal law and City’s public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A “disadvantaged business enterprise” is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a “socially and economically disadvantaged individual” includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.

FORM W-9

Any successful bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

BUSINESS LICENSE

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

PUBLIC DISCLOSURE

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

TELEGRAPHIC/ELECTRONIC BID RESPONSES

Proposal responses sent by electronic devices (i.e., facsimile machines and email) are not acceptable and will be rejected upon receipt. Vendors will be expected to allow adequate time for delivery of their bid responses either by airfreight, postal services, or by other means.

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INVITATION TO BID (CONT'D)

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.

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. Any questions concerning these specifications should be addressed to Purchasing Division, Chauncey Caldwell, phone (205) 254-6353, fax, (205) 254-2484, between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday.

SINGLE BID

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

NEGOTIATIONS

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

PROHIBITION AGAINST BOYCOTTING

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

AWARD

Bidders may quote any or all groups of interest. **Bidders are not required to bid every group in order to be eligible for award(s).** 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.

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.

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.**

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INVITATION TO BID (CONT'D)

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.**

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).

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

QUANTITIES

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

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INVITATION TO BID (CONT'D)

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
MUNICIPAL GARAGE-TIRE SHOP
515 6TH AVENUE SOUTH: ATTN-CEDRIC ROBERTS
BIRMINGHAM, AL 35205**

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.

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 BPD and Accounting Division of the City of Birmingham.

SPECIFICATIONS FOR NEW MOBILE EQUIPMENT TIRES

Awards will be made only for premium grade, first (1st) line tires. Tires offered and furnished are to be nationally recognized as a quality level tire meeting or exceeding the Original Equipment (OE) tire that was mounted on the equipment when sold by the original equipment manufacturer. The tires must be listed in the manufacturer's regular published State Net Price List that is to be submitted with the bid. No promotional, economy, special produced, second (2nd) tier tires, blemished, unlisted and/or special listed tires will be eligible for consideration.

All tires are to be of current production and must carry all markings currently required by the Federal Government at the time of shipment and must be in compliance with all applicable regulations. All tires bid shall be at a minimum equivalent to those manufactured as original equipment for domestic autos and light/medium & commercial trucks.

Flaps are to be included with any tube type tire the City may purchase during the life of the contract. All tires quoted as a "pursuit" tire shall be of radial construction and of a high speed stability design providing protection against high speed blowout and chunk-out. The tire must have been tested and approved for "pursuit" tire applications. Bidder is to include with the bid documentation from the manufacturer substantiating the approval. The sixteen (16) inch pursuit tire must have a speed rating of no less than "V" and the seventeen (17) and eighteen (18) inch pursuit tire no less than a "W" rating. The City acknowledges that some manufacturers provide the pursuit tires only in a directional tread design, however, for practical purposes the City's preference is for a non-directional tread design. Bidders are to bid only tires of a non-directional design.

All radial medium/commercial truck tires will carry a minimum of a two (2) year carcass warranty for the purpose of recapping.

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INVITATION TO BID (CONT'D)

DETAILED REQUIREMENTS & SPECIFICATIONS

Bidders must attach a copy of the manufacturer's warranty applying to **all** tires offered the City. Warranty information must include protection against defective material, workmanship and failure to perform in accordance with required performance criteria.

Prices quoted are to be F.O.B. delivered, City of Birmingham, Municipal Garage - Tire Shop, 515 6th Avenue South, Birmingham, AL 35205. All associated delivery costs are to be calculated into the prices quoted. **No delivery surcharges of any nature will be allowed.**

Bidder must be an authorized stocking distributor for any product line offered to the City for consideration.

Consideration will be given to service and distribution facilities. The successful bidder(s) shall be required to maintain an adequate inventory and delivery service to properly service the City as its requirements demand. The City reserves the right to inspect any potential vendor's equipment, inventories, personnel, locations etc., to verify that potential vendor has the ability to properly service the City's requirements before any award is made.

The City has limited storage space. Prompt delivery shall be an essential requirement for each of the Groups. **For Group's 1, 2, & 3** the City will place inventory orders on a day to be agreed upon with the successful vendor(s) each week. Delivery of these Group's inventory orders should be no later than 2:30 p.m. the following day. Emergency orders should be delivered within a four (4) hour time period. Back-orders should be delivered no later than five (5) working days after order was placed.

Each bid for **Groups 1, 2, & 3** must have attached a statement of certification by an authorized official of the manufacturer of the tires offered the City, to the effect that said manufacturer endorses the proposal made to the City, and that said proposal is in accordance with these specifications; also, that the manufacturer will be responsible for the performance of any contract entered into as a result of said proposal. This certification must be signed by an official representing the manufacturer with an executive capacity of no less than Vice-President of said manufacturer.

For Group's 4 & 5 the City will place inventory orders weekly on a day to be agreed upon with the successful vendor(s).

Delivery of these Group's orders should be no later than two (2) working days following order placement. Emergency orders should be delivered within one (1) day of order placement. Back-orders should be delivered no later than seven (7) working days after the order was placed.

The failure to deliver orders for any Group in a consistent manner will constitute grounds for the termination of this contract and the declaration of the vendor as a "non-responsible vendor", which will result in the rejection of any future bids submitted by the vendor.

BRANDING REQUIREMENT

All tires in **Group 3 (Medium/Commercial Truck)** are to be branded with the initials, "COB" in one inch (1") high letters in white ink on one side of the tire sidewall before delivery to the City. The successful bidder shall be required to furnish the branding iron. Bidder shall indicate the cost of such branding in the space provided on the Bid Form and the price quoted shall remain in effect for the life of the contract. **The price quoted will be a consideration of award.**

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INVITATION TO BID (CONT'D)

PRICING STRUCTURE

Due to the impracticality of listing each and every size, grade level, and performance level within the same tire size, all bidders shall quote this bid invitation with written assurance to the City that any and all tires, within a group, that are not shown in the size and type charts of the Bid Form shall be furnished to the City of Birmingham at the same rate of discount as shown on the tires so quoted.

Each bidder when quoting shall furnish with the bid, the manufacturer's "Net State Price List" covering all the tires being offered the City for consideration. The price list must show the current Net State price and the effective dates. If the manufacturer bid has no Net State Price List, a Wholesale Price List may be submitted. Any price list submitted must include all of the manufacturer's available tire grades and sizes within the particular group being quoted. Bidders are to indicate in the spaces provided on the Bid Form, any discount rate that will apply to the submitted price sheets. **These price sheets combined with any stated discount rate will be used to determine the City's price for any and all tires not shown on the Bid Form.** Discount rate is to be a **fixed, flat rate** for each tire group specified. **Do not quote discount ranges for a tire group (ex: Passenger Car Tires: 30 – 50%).** In the case of Light Truck/SUV tires where there may be an overlap of tires classed as light truck and/or passenger car, bidders may quote two flat rates of discount if different rates apply.

PRICING STRUCTURE(CONT'D)

Failure to provide price sheets with the bid could result in the outright rejection of the bid from consideration.

While the City's preference is that one manufacturer cover an entire group, the City realizes that in some cases vendors may be required to offer more than one manufacturer's product lines in order to completely quote the group. The City will accept any such bid as reasonable. Bidders **must** include price sheets from **all** manufacturers quoted and state applicable discount rate for each manufacturer's price sheets submitted.

INSURANCE REQUIREMENTS

Liability Insurance: For the duration of this contract and for limits not less than stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$2,000,000.00 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 \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage or combined single limit of \$1,000,000.00; and (iii) Workman's Compensation coverage in an amount adequate to comply with statutory requirements. The City's bid number **(22-36)** must appear on any/all copies of the certificate of insurance.

City Additional Named Insured: Except for Worker's Compensation coverage, all coverages shall contain endorsements naming the City, and its officers, employees and agents as additional insured with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work.

The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability but shall allow coverage for the City to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG 2010.1185.

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

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**CHAUNCEY CALDWELL, BUYER
EDWARD WILLIAMS, ASST. PURCHASING AGENT**

**APRIL 04, 2023
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INVITATION TO BID (CONT'D)

INSURANCE REQUIREMENTS(CONT'D)

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

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

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).

Safety: The successful vendor(s) ("Vendor") warrants that it has inspected or will inspect the work sites before performing the services and work contemplated hereunder ("services"). Vendor(s) further warrants that it has not identified any condition or hazard that will prevent it from performing the services in a manner that does not endanger persons or property. Vendor(s) is exclusively responsible for performing the services in a safe manner that does not put at risk the safety of persons (including its own employees or representatives) or endanger property. Vendor(s) shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all its employees and all other persons who may be affected by the services; (ii) all the services and all materials and equipment to be incorporated therein, whether in storage on or off the work sites, or under the care, custody or control of the Vendor(s) or any of its subcontractors; and (iii) other property at the work sites or adjacent thereto. Vendor further agrees to comply with all provisions and requirements set forth in applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over safety of persons or property or to protect them from damage, injury or loss.

Manufacturer's trade names and/or series are supplied as reference only to the tire type and design the City is seeking. In no way is this to be construed as an endorsement, a preference, or as the sole acceptable source.

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BID FORM

In order for any bid award to be considered that exceeds \$10,000.00 your bid must be accompanied by an acceptable bid bond, certified check or cashier's check in the amount of \$1,000.00. BIDS SUBMITTED WITHOUT ONE WILL NOT BE ACCEPTED.

Submitted below is my firm bid for Mobile Equipment Tires for a minimum of one (1) year guaranteed with the option of renewal for two (2) additional one-year terms, contingent upon Council approval. In accordance with your submitted invitation to bid and specifications, prices are F.O.B. Birmingham, Alabama delivered and are in exact accordance with specifications listed below.

GROUP 1: PASSENGER CAR TIRES

#	DESCRIPTION	BRAND & TRADE NAME/SERIES	EST QTY.	EACH PRICE	EXTENDED PRICE
1	P195/70R14 All season. Bridgestone Insignia SE200 or fully equal.		12 ea.	\$	\$
2	P195/65R15 All season. Bridgestone Insignia SE200 or fully equal.		12 ea.	\$	\$
3	P205/65R15 All season. Bridgestone Insignia SE200 or fully equal.		24 ea.	\$	\$
4	P205/70R15 All season. Bridgestone Insignia SE200 or fully equal.		60 ea.	\$	\$
5	P225/70R15 All season. Firestone Destination LE2 or fully equal.		60 ea.	\$	\$
6	P215/60R15 All season. Firestone Precision Touring or fully equal.		36 ea.	\$	\$
7	P215/70R15 WSW. All season. Bridgestone Insignia SE 200 or fully equal.		20 ea.	\$	\$
8	P195/60R15 All season. Bridgestone Insignia SE 200 or fully equal.		12 ea.	\$	\$
9	P205/60R16 All season. Bridgestone Insignia SE 200 or fully equal.		12 ea.	\$	\$
10	P225/65R16 All season. Bridgestone Insignia SE 200 or fully equal.		40 ea.	\$	\$
11	P215/60R16 All season. Bridgestone Insignia SE200 or fully equal.		108 ea.	\$	\$
12	P225/60R16 Pursuit tire. Speed rating: V. Firestone Firehawk PV41 or fully equal.		144 ea.	\$	\$
13	P245/65R17 All season. Bridgestone Dueler H/T D689 or fully equal.		40 ea.	\$	\$
14	P225/50R17 All season. Bridgestone Potenza RE97AS or fully equal.		40 ea.	\$	\$
15	P235/55R/17. Pursuit tire, Speed rating: W. Firestone Firehawk GT Pursuit or fully equal. State if tire is of a directional or non-directional design:		220 ea.	\$	\$
16	235/40R/19 Firestone Firehawk.		12 ea.	\$	\$

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**APRIL 04, 2023
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BID FORM (CONT'D)

GROUP 1: PASSENGER CAR TIRES(CONT'D)

#	DESCRIPTION	BRAND & TRADE NAME/SERIES	EST QTY.	EACH PRICE	EXTENDED PRICE
17	P235/50R18 Pursuit tire. Speed rating: W. Firestone Firehawk AS or fully equal.		108 ea.	\$	\$
18	P225/65R17. Pursuit tire. Speed rating H Firestone Destination L2		108 ea.	\$	\$
19	P205/55/R18. All Season. Speed rating H Firestone		50 ea.	\$	\$
20	P205/65R16. Pursuit tire. Speed rating H. Firestone Firehawk AS or fully equal.		50 ea.	\$	\$
21	P235/55R18. Pursuit tire. Speed rating: W. Firestone Firehawk AS or fully equal.		108 ea.	\$	\$
22	P245/55R18. Pursuit tire. Speed rating: W. Firestone Firehawk AS or fully equal.		108 ea.	\$	\$
23	205/55/16 Firestone FireHawk		10 ea.	\$	\$
24	215/55/16 Good Year Assurance		10 ea.	\$	\$
25	205/70/16 Firestone Destination		10 ea.	\$	\$
GROUP 1 TOTAL				\$	

GROUP 2: LIGHT TRUCK/SUV TIRES

#	DESCRIPTION	BRAND & TRADE NAME/SERIES	EST QTY.	EACH PRICE	EXTENDED PRICE
1	P225/75R15. Speed rating S. Bridgestone Dueler AT 695 or fully equal.		24 ea.	\$	\$
2	LT215/85R16. Load range E. Firestone Transforce AT or fully equal.		36 ea.	\$	\$
3	LT215/85R16. Load range E. Firestone Transforce HT or fully equal.		36 ea.	\$	\$
4	LT225/75R16. Load range E. Firestone Transforce AT or fully equal.		18 ea.	\$	\$
5	LT225/75R16. Load range E. Firestone Transforce HT or fully equal.		18 ea.	\$	\$
6	LT235/85R16. Load range E. Transforce AT or fully equal.		72 ea.	\$	\$
7	LT 235/85R16. Load range E. Transforce HT or fully equal.		72 ea.	\$	\$
8	LT 245/75R16. Load range E. Firestone AT or fully equal.		24 ea.	\$	\$

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BID FORM (CONT'D)

GROUP 2: LIGHT TRUCK/SUV TIRES (CONT'D)

#	DESCRIPTION	BRAND & TRADE NAME/SERIES	EST QTY.	EACH PRICE	EXTENDED PRICE
9	LT245/75R16. Load range E. Firestone HT or fully equal.		24 ea.	\$	\$
10	LT245/75R17. Load range E. Firestone Transforce HT or fully equal.		28 ea.	\$	\$
11	LT245/75R17. Load range E. Firestone Transforce AT or fully equal.		28 ea.	\$	\$
12	LT255/70R16 Ats Firestone LC3 Destination Load Range.		28 ea.	\$	\$
13	LT225/70R19.5 Load Range F. Firestone 12 ply.		50 ea.	\$	\$
14	LT285/70R17 Load range E1 Bridgestone Dueler A/T rev0 2 or fully equal.		50 ea.	\$	\$
15	HT205/70/16. Firestone Destination LE3		16 ea.	\$	\$
16	LT265/75R16. Load range E. Bridgestone Dueler AT 695 or fully equal.		16 ea.	\$	\$
17	P245/75R16. Speed rating S. Bridgestone Dueler AT 695 or fully equal.		24 ea.	\$	\$
18	P265/70R16. Speed rating S. Bridgestone Dueler AT 695 or fully equal.		24 ea.	\$	\$
19	P245/70R17. Speed rating S. Bridgestone Dueler AT 695 or fully equal.		36 ea.	\$	\$
20	P235/75R15. Speed rating S. Bridgestone Dueler HT 684 II or fully equal.		12 ea.	\$	\$
21	P265/70R17. Speed rating S. Bridgestone Dueler HT 684 II or fully equal.		12 ea.	\$	\$
22	P22570R16. Speed rating S. Bridgestone Dueler HT 687 or fully equal		12 ea.	\$	\$
23	P225/70R16. Speed rating T. Bridgestone Dueler HL Alenza or fully equal.		8 ea.	\$	\$
24	P235/75R16. Speed rating T. Bridgestone Dueler HL Alenza or fully equal.		8 ea.	\$	\$
25	P265/60R17. Speed rating V. Goodyear Eagle RS-A or fully equal.		12 ea.	\$	\$
26	P275/60R17. Speed rating H. Bridgestone Dueler H/L Alenza or fully equal.		12 ea.	\$	\$

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BID FORM (CONT'D)

GROUP 2: LIGHT TRUCK/SUV TIRES (CONT'D)

#	DESCRIPTION	BRAND & TRADE NAME/SERIES	EST QTY.	EACH PRICE	EXTENDED PRICE
27	P205/75R15. Speed rating S. (directional tread). Firestone Winterforce UV or fully equal		12 ea.	\$	\$
28	P265/65R18. Speed rating T. Goodyear Assurance or fully equal.		12 ea.	\$	\$
29	P275/60R18, Speed rating H. Bridgestone Dueler HL Alenza Plus or fully equal		12 ea.	\$	\$
30	P205/75R15. Speed rating S. Firestone Winterforce or fully equal.		12 ea.	\$	\$
31	P215/70R15. Speed rating S. Firestone Precision Touring or fully equal.		16 ea.	\$	\$
32	P225/70R19.5 Lugs Firestone AT2 Load Range F 12 ply		16 ea.	\$	\$
33	P205/60R16. Speed rating H. Bridgestone Turanza EL 400-02 or fully equal.		8 ea.	\$	\$
34	P255/65R17. Hwy Firestone Destination LE3 Load Range T		16 ea.	\$	\$
35	P215/60R16. Speed rating V. Bridgestone Turanza EL 400-02 or fully equal.		12 ea.	\$	\$
36	P275/45R20. Speed rating H. Bridgestone Dueler H/L Alenza Plus or fully equal.		10 ea.	\$	\$
37	ST 205/70R15 Trailer Tires		20 ea.	\$	\$
38	ST 225/70R15 Trailer Tires		20 ea.	\$	\$
39	10/16.5 10 ply Galaxy XO2010		12 ea.	\$	\$
40	12/16.5 12 ply Gladiator		12 ea.	\$	\$
41	26/9.50 4 ply Carlisle multi track C-S		12 ea.	\$	\$
42	15/6x6 Carlisle 4 ply		12 ea.	\$	\$
44	P275/55R20. Speed rating H. Bridgestone Dueler H/L Alenza Plus or fully equal.		10 ea.	\$	\$
45	P265/50R20. Speed rating H. Bridgestone Dueler H/L Alenza Plus or fully equal.		10 ea.	\$	\$
GROUP 2 TOTAL				\$	

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BID FORM (CONT'D)

GROUP 3: MEDIUM COMMERCIAL TRUCK TIRES

#	DESCRIPTION	BRAND & TRADE NAME/SERIES	EST QTY.	EACH PRICE	EXTENDED PRICE
1	11.00R20 On/Off Hwy Drive lug. Load Range "H". Firestone T831 or fully equal.		12 ea.	\$	\$
2	255/70R22.5. Drive, aggressive traction block thread. Load range H. Bridgestone M726 or fully equal.		12 ea.	\$	\$
3	11R22.5 All Position. Load Range "H". Firestone T819 or fully equal.		144 ea.	\$	\$
4	11R22.5 All Position HWY, high scrub applications. Load Range "H". Bridgestone R250ED or fully equal.		36 ea.	\$	\$
5	235/50R17 H Bridgestone Turanza Quiet Track		8 ea.	\$	\$
6	215/50R17 V Firestone Fire Hawk AS		12 ea.	\$	\$
7	255/65R18 H Firestone Destination LE3		12 ea.	\$	\$
8	285/45R22 H Good Year Eagle Sport		12 ea.	\$	\$
9	255/70R17 T Firestone Destination LE3		12 ea.	\$	\$
10	255/60R18 V Firestone Fire hawk Pursuit		12 ea.	\$	\$
11	11R22.5 Drive, staggered block pattern. Load Range "H". Bridgestone M711 or fully equal		72 ea.	\$	\$
12	11R22.5 All Position On/Off HWY. Load Range "H". Bridgestone M843 or fully equal		60 ea.	\$	\$
13	12R22.5. All Position On/Off HWY. Load Range "H". Bridgestone M843 or fully equal.		36 ea.	\$	\$
14	12R22.5. All Position Five Rib HWY. Load Range "H". Bridgestone R250F or fully equal.		24 ea.	\$	\$

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BID FORM (CONT'D)

GROUP 3: MEDIUM COMMERCIAL TRUCK TIRES (CONT'D)

#	DESCRIPTION	BRAND & TRADE NAME/SERIES	EST QTY.	EACH PRICE	EXTENDED PRICE
15	12R22.5. Drive axle, aggressive lug. Load Range "H". Firestone FD663 or fully equal.		48 ea.	\$	\$
16	11R24.5. All Position On/Off HWY. Load Range "H". Bridgestone M843 or fully equal.		24 ea.	\$	\$
17	11R24.5. All Position On/Off HWY Four Rib. Load Range "H". Firestone T819 or fully equal.		24 ea.	\$	\$
18	315/80R/22.5 All Position On/Off Hwy Lug. Load Range "L". Bridgestone M843 or fully equal.		32 ea.	\$	\$
19	315/80R/22.5. All Position On/Off HWY Four Rib. Load Range "L". Firestone T819 or fully equal.		48 ea.	\$	\$
20	315/80R/22.5 "All Position On/Off HWY ". Load Range "L". Bridgestone M860 or fully equal.		24 ea.	\$	\$
21	385/65R/22.5 All Position On/Off HWY Load Range "J". Bridgestone M844 For fully equal.		12 ea.	\$	\$
22	425/65R22.5 All Position On/Off HWY. Load Range "L". Bridgestone M844F or fully equal.		12 ea.	\$	\$
23	445/65R22.5 All Position On/Off HWY. Load Range "L". Bridgestone M844F or fully equal.		12 ea.	\$	\$
24	10R20 Hwy Load Range H Firestone		6 ea.	\$	\$
GROUP 3 TOTAL				\$	

BRANDING OF ALL MEDIUM COMMERCIAL TIRES ON ONE SIDE OF SIDEWALL: \$ _____ PER TIRE

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BID FORM (CONT'D)

GROUP 4: OFF ROAD EQUIPMENT TIRES

#	DESCRIPTION	BRAND & TRADE NAME/SERIES	EST QTY.	EACH PRICE	EXTENDED PRICE
1	Tractor/Loader. 16.9 x 28, R1, traction lug. 6 ply. Firestone Super All Traction II 23 degree (item # 365469) or fully equal.		4 ea.	\$	\$
2	Tractor/Loader. 16.9 x 30, R1, traction lug. 6 ply. Firestone Super All Traction II 23degree (item # 365282 or fully equal.		6 ea.	\$	\$
3	Tractor/loader. 18.4 x 30, R1 traction lug. 8 ply. Firestone Super All Traction II 23 degree (item # 365486) or fully equal.		6 ea.	\$	\$
4	Motor Grader. 1300 x 24, traction lug. 12 ply, tubeless. Bridgestone Super Ground Grip MH (item # 429209) or fully equal.		2 ea.	\$	\$
5	Skid Steer loader. 265/70D16.5NHS directional lug.8 ply. Firestone Duraforce Deep Thread TL (item # 360473) or fully equal.		12 ea.	\$	\$
6	Skid Steer loader. 355/70D17.5 NHS, no-directional thread.10 ply. Firestone Duraforce Non-Directional TLNHS (item # 361666) or fully equal.		12 ea.	\$	\$
7	Tractor. 9.50 X 15. Four (4) Rib steer tire. 8 ply. Firestone Champion Guide Grip 4 rib TLF2 (item # 375227) or fully equal.		12 ea.	\$	\$
8	Articulated dump trucks &/or wheeled loaders. 23.5R25 (tubeless). Non-directional tread. Industry Code of L-3. Bridgestone VLT E3 E3/L3,V-steel, L-traction (item # 422940) or fully equal.		4 ea.	\$	\$
9	Articulated dump trucks &/or wheeled loaders. 23.5-25 (tubeless) Bias ply, 20 ply. Non-directional tread. Bridgestone Super Rock Grip LD E3/L3 (item # 400610)or fully equal.		4 ea.	\$	\$
10	Tire, wheeled Loader. 29.5 x 25. 28 Ply, bias ply construction, (tubeless). Non-directional tread. Bridgestone Super Rock Grip LD E3/L3 (item # 414638) or fully equal.		6 ea.	\$	\$
GROUP 4 TOTAL				\$	

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BID FORM (CONT'D)

GROUP 5: SPECIALTY TURF TIRES (LAWN & GARDEN, TRAILER, ETC)

#	DESCRIPTION	BRAND & TRADE NAME/SERIES	EST QTY.	EACH PRICE	EXTENDED PRICE
1	13X6.50X6/4.50. Four (4) ply foam filled Carlisle "Smooth" tread pattern, Carlisle #5121861 or fully equal		200 ea.		
2	16 x 6.50 x 8. Four (4) ply, tubeless. Carlisle "Turf-saver" tread pattern. Carlisle #5110961 or fully equal.		18 ea.		
3	18 x 8.50 x 8. Four (4) ply. Carlisle "Turf Saver" tread pattern Carlisle #5110711 or fully equal.		12 ea.		
4	18 x 9.50 x 8. Four (4) ply. Carlisle "Turf Saver" tread pattern. Carlisle # 511081 or fully equal.		2 ea.		
5	18 x 9.50 x 8. Six (6) ply. Carlisle "Turf Saver" tread pattern. Carlisle # 511082 or fully equal.		2 ea.		
6	18 x 9.50 x 8. Four (4) ply. Carlisle "Straight rib" tread pattern. Carlisle or fully equal.		2 ea.		
7	Directional Lug. 23 x 10.50 x 12. Four (4) ply. Carlisle "Tru Power" # 523367 or fully equal.		10 ea.		
8	23 x 10.50 x 12. Six (6) ply. Carlisle "Multi-Trac C/S" # 574353 or fully equal.		10 ea.		
9	Directional Lug. 24 x 12.00 x 12. Four (4) ply. Carlisle "AT101" # 560352 or fully equal.		30 ea.		
10	24 x 12.00 x 12. Four (4) ply. "Turf Master" tread design. Carlisle #511409 or fully equal.		24 ea.		
11	24 x 13.00 x 12. Six (6) ply. "Ultra Trac" tread design. Carlisle #529387 or fully equal.		4 ea.		
12	Directional Lug. 26 x 12.00 x 12. Eight (8) ply. Carlisle "True Power" # 523361 or fully equal.		6 ea.		
13	27 x 8.50 x 15. Six (6) ply. Carlisle "Multi-Trac C/S" # 574356 or fully equal.		4 ea.		
GROUP 5 TOTAL				\$	

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BID FORM (CONT'D)

GROUP 5: SPECIALTY TURF TIRES (LAWN & GARDEN, TRAILER, ETC) (CONT'D)

#	DESCRIPTION	BRAND & TRADE NAME/SERIES	EST QTY.	EACH PRICE	EXTENDED PRICE
14	24/11/10 Carlisle AT 489		12 ea.	\$	\$
15	265/60/12 MST All Trial		12 ea.	\$	\$
16	20.5/8.0/10 Sport Trial Carlisel Firestone Destination		12 ea.	\$	\$

LIST OF ALL GROUP TOTALS

PASSENGER CAR TIRES - GROUP 1 TOTAL	\$
LIGHT TRUCK/SUV TIRES - GROUP 2 TOTAL	\$
MEDIUM COMMERCIAL TRUCK TIRES - GROUP 3 TOTAL	\$
OFF ROAD EQUIPMENT TIRES - GROUP 4 TOTAL	\$
SPECIALTY TURF TIRES (LAWN & GARDEN, TRAILER, ETC) - GROUP 5 TOTAL	\$
GRAND TOTAL FOR GROUPS 1- 5	\$

DISCOUNT RATES

Rate of Discount to be applied to any purchase of Passenger Car tires shown on the State Net Price List submitted with Bid: % _____

Rate of Discount to be applied to any purchase of light truck/SUV tires shown on the State Net Price List submitted with Bid: % _____

Rate of Discount to be applied to purchase of any overlapping passenger car tires: % _____

Rate of Discount to be applied to any purchase of Medium/Commercial truck tires shown on the State Net Price List submitted with Bid: % _____

Rate of Discount to be applied to any purchase of Off-Road Equipment tires shown on the State Net Price List submitted with Bid: % _____

Rate of Discount to be applied to any purchase of Specialty tires shown on the State Net Price List submitted with Bid: % _____

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

CHAUNCEY CALDWELL, BUYER
EDWARD WILLIAMS, ASST. PURCHASING AGENT

APRIL 04, 2023
ITB: 23-45

BID FORM (CONT'D)

MAXIMUM DISCOUNT

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

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

Delivery is guaranteed not later than _____ days after order date.

Attach a letter stating differences between City specifications and specifications of item(s) offered.

NAME OF YOUR COMPANY _____

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSIONS,
AND OTHER RESPONSIBILITY MATTERS**
(Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

Bidder/Offeror certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have have not within a three-year period preceding award of this contract been convicted of or had civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;
- (c) Are are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission on any of the offenses enumerated in Paragraph (b) above; and
- (d) Have have not within a three-year period preceding award of this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.

- (a) **UNIQUE ENTITY ID (UEI)**
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.
The City of Birmingham does not provide UEI numbers.

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
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**CHAUNCEY CALDWELL, BUYER
 EDWARD WILLIAMS, ASST. PURCHASING AGENT**

**APRIL 04, 2023
 ITB: 23-45**

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. We understand that if our bid is accepted, failure to enter into contract with the City will result in forfeiture of our bid bond.

EXCEPTION TO SPECIFICATIONS: (use extra pages if necessary)

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 Date

***IF AVAILABLE, PLEASE SUBMIT COPY OF CURRENT CITY OF BIRMINGHAM BUSINESS LICENSE, AND E-VERIFY DOCUMENTATION 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) _____
