OFFICE: (205) 254-2265/FAX: (205) 254-2484

AISHA JOHNSON, SENIOR BUYER CARMEN JONES, PURCHASING AGENT

SEPTEMBER 14, 2023 ITB: 24-16

TO:	Prospective Bidders	
INVITATION TO BID NUMBER:	Bid #24-16 (A comp	lete copy can be downloaded at www.birminghamal.gov)
SEPARATE SEALED BIDS FOR:	Lighting & Electrical	Parts Supply
INVITATION TO BID RESPONSES WILL BE RECEIVED BY:	Aisha Johnson, Senior Purchasing Division 710 North 20 th Street, Birmingham, AL 352	P-100 City Hall
	IMPORTANT SOL	CITATION DATES
BID DUE DATE:		BID OPENING DATE:
Wednesday, October 4, 2023 t (Central Standard Ti	· ·	Thursday, October 5, 2023 at 2:00 P.M. (Central Standard Time)

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

BID OPENING WILL BE HELD AT:
Purchasing Division
710 North 20th Street
P-100 City Hall

Birmingham, AL 35203-2227

TELEPHONE INQUIRIES - NOT ACCEPTED

Telephone inquiries with questions regarding clarification of any and all specifications of the ITB will not be accepted. All questions **must** be e-mailed to Aisha Johnson at aisha.johnson@birminghamal.gov.

Submissions may be withdrawn, modified, and resubmitted prior to the formal bid due date.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 - 09/16/2023

RELEASED BY:

OFFICE: (205) 254-2265/FAX: (205) 254-2484

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SEPTEMBER 14, 2023 ITB: 24-16

INVITATION TO BID

Sealed bids marked "Lighting & Electrical Parts Supply", will be received by the Purchasing Agent, P-100 First Floor City Hall, 710 North 20th Street, Birmingham, Alabama 35203.

Bids will be accepted until 5:00 P.M. central time (standard or daylight savings time, as applicable) on **WEDNESDAY**, **OCTOBER** 4, 2023. Bids submitted after these dates and times will not be considered.

Bids will be publicly opened at 2:00 P.M. on THURSDAY, OCTOBER 5, 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 or check in the amount of \$500.00. 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 "Lighting & Electrical Parts Supply, 5:00 P.M., 10/04/2023." Bids may be <u>hand delivered</u> to Purchasing, Room P-100 First Floor, City Hall, Birmingham, Alabama or <u>mailed</u> to City of Birmingham, 710 North 20th Street, Birmingham, AL 35203. Bids mailed in (i.e. USPS, Federal Express, UPS, Airborne, etc.) <u>must</u> specify delivery to Room P-100, 1st Floor-City Hall.

Carmen Jones, Purchasing Agent

OFFICE: (205) 254-2265/FAX: (205) 254-2484

AISHA JOHNSON, SENIOR BUYER CARMEN JONES, PURCHASING AGENT **SEPTEMBER 14, 2023**

ITB: 24-16

INVITATION TO BID (cont'd)

GENERAL

The City of Birmingham is seeking bids for lighting/electrical parts supply. The basis of the bid shall consist primarily of first line, first quality lighting, lamps, sensors and electrical parts which the City may require during the life of this contract and stocked at the Maintenance Warehouse and various locations throughout the City. **Group One and Group Three:** will be general lighting, will include, but not limited to, all indoor and outdoor incandescent, LED, halogen, conventional, LED compact fluorescent, metal halide, mercury vapor, and high-pressure sodium lamps. **Group Two and Group Four:** will be all conventional and LED ballast which the City uses on respective basis. **Group Five:** will be Various LED Lighting Sensors which the City may require in its daily maintenance operations. **Group Six:** will consist of all electrical parts, (base plugs, switches, cover plates, conduit, etc.) that the City intends to use repairing and maintaining all of its electrical needs. The City intends to award to the lowest priced, responsive, responsible bidder on a group basis for each group. Bidders may bid only groups of interest and are not required to bid all groups in order to be considered for award. The City of Birmingham expressly reserves the right to reject any or all bids, or parts of bids, or to re-bid and to make the award or awards as the best interest of The City of Birmingham appears. For the purchase of personal property, the City's policy is to apply a local preference option, as allowed by State of Alabama Code, Section 41-16-50, in determining the low bidder.

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

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 noted in 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-responsible vendor" This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City. All bids submitted are to be F.O.B. delivered, City of Birmingham, Birmingham AL 35203.

PRICES

Include transportation (including fuel surcharge, if applicable)

PRE-PAYMENTS

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

City of Birmingham-PURCHASING DIVISION 710 NORTH 20TH STREET P-100 CITY HALL BIRMINGHAM, AL 35203-2227

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SEPTEMBER 14, 2023

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INVITATION TO BID - (cont'd)

TAX

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

ADDITIONAL PURCHASES

The City has attempted to list all items for "Lighting & Electrical Parts Supply" 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

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 vendor may be declared ineligible for further municipal contracts.

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.

BIRMINGHAM, AL 35203-2227 OFFICE: (205) 254-2265/FAX: (205) 254-2484

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INVITATION TO BID (cont'd)

TELEGRAPHIC/ELECTRONIC BID RESPONSES

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

NON-RESPONSIVE BIDDER

Three (3) failures by a vendor in a twelve (12) month period to complete awarded projects within the stated completion time frame will force the City to determine the vendor to be a non-responsible vendor, and that vendor will not have future bids considered for a period of twelve (12) months.

E-VERIFY

Vendor shall participate in the E-Verify program as required under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award.

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

QUESTIONS

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

SINGLE BID

If a single bid response is received for this ITB, the City reserves the option to award or negotiate for a lower price with the rejected Bidder and other Bidders by means of sealed quotes, upon department approval. 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.

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.

AWARD

Contract will be awarded to the lowest most responsive and responsible bidder who meets all bid requirements and has a history of successfully completing like work.

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ITB: 24-16

INVITATION TO BID (cont'd)

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.**

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, hereinafter (Vendor Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor's performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Vendor or any Vendor Representative may encounter; or (c) the use or occupancy of the work sites by Vendor or any Vendor Representatives. This indemnification obligation incudes Claims that are caused in part by the negligence of an Indemnitee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnitee(s) for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitee(s).

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 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.

BIRMINGHAM, AL 35203-2227 OFFICE: (205) 254-2265/FAX: (205) 254-2484

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SEPTEMBER 14, 2023

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INVITATION TO BID (cont'd)

GUARANTEE

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

BID SAMPLES

Bid samples may be required. Bidder(s) must furnish sample(s) of items bid as noted in each item's specification. Any such samples requested must be made available to the City within five (5) working days or as noted in the item specification.

LAWS, PERMITS

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

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 reserves 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.

WARRANTY

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

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 DEPARTMENT OF PUBLIC WORKS 431 6TH AVENUE SOUTH BIRMINGHAM, AL 35205

If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the City to process payment. Invoices that do not reference an authorized Purchase Oder will be returned to the vendor.

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 Human Resources Department and Accounting division of the City of Birmingham.

WARRANTY

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

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INVITATION TO BID (cont'd)

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.

INSURANCE REQUIREMENTS

<u>Liability Insurance</u>: 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 (<u>24-16</u>) 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.

<u>City Additional Named Insured:</u> 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.

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

<u>Waiver of Subrogation</u>: 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.

<u>Proof of Coverage:</u> 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.

BIRMINGHAM, AL 35203-2227 OFFICE: (205) 254-2265/FAX: (205) 254-2484

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INVITATION TO BID (cont'd)

DETAILED PERFORMANCE REQUIREMENTS

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

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

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

Bids may be solicited for any 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.

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

The City may require samples of any product before an award is made. Any sample(s) requested must be made available to the City within seventy-two (72) hours of request or as otherwise stated in the bid specification. Failure to provide the sample(s) within this time frame may result in the rejection of the product(s) from award consideration.

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

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

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

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

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

OFFICE: (205) 254-2265/FAX: (205) 254-2484

AISHA JOHNSON, SENIOR BUYER CARMEN JONES, PURCHASING AGENT **SEPTEMBER 14, 2023**

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INVITATION TO BID (cont'd)

DETAILED PERFORMANCE REQUIREMENTS – (cont'd)

Payment Questions: For any questions concerning payments for delivered items covered within this contract, please contact Aisha Johnson, phone: (205) 254-2265, Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m. CDT. **Do not contact the Accounts Payable Division.**

Substitutions of Products: The City recognizes the fact that from time to time substitutions of products other than those the vendor specifically quoted may have to occur. Any product offered as a substitute must be of equal or greater quality and value as the one being substituted for. No price increase from the original contract price will be allowed. Should the need for a substitute arise, the vendor should contact Ms. Levonda Kent at (205) 254-6510, Monday through Friday, between the hours of 7:30 a.m. and 3:00 p.m. CDT for approval of any substitute before shipment is made. Failure to do so will result in the rejection of the goods at the time of receipt. Approval of a substitute once does not constitute future approval. Approvals will have to be obtained from the City for each substitution occurrence prior to shipment. In order to avoid any confusion, all requests for approval should be submitted in writing after verbal notification and before shipping. Such written notice may be faxed to the City at (205) 254-2688, ATTN: Levonda Kent. Failure to submit such written notice could result in the rejection of the goods at the time of receipt.

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

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

Product Delivery: The City has limited storage space so timely delivery shall be a consideration. The successful bidder(s) shall guarantee full delivery within ten (10) working days of receipt of order for the lighting/electrical parts. The City may not consider any bid that exceeds these timeframes.

Primary Delivery Sites: Central Stores Warehouse: 431 6th Avenue South, Birmingham, AL 35205, Maintenance Warehouse: 1029 33rd Street North, Birmingham, AL 35234 and possibly a few other sites on an infrequent basis. Bidders must state in the Exceptions to Specifications area of the Bid Form if unable to deliver materials to <u>ANY</u> of the City's facilities.

Receiving Hours: The Maintenance Warehouse receiving hours are: 7:00 a.m. to 3:00 p.m. CDT, Monday through Friday. The Central warehouses receiving hours are 7:00 a.m. to 3:00 p.m. CDT, Monday through Friday.

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

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AISHA JOHNSON, SENIOR BUYER CARMEN JONES, PURCHASING AGENT **SEPTEMBER 14, 2023**

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INVITATION TO BID (cont'd)

DETAILED PERFORMANCE REQUIREMENTS – (cont'd)

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

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

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

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

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

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

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OFFICE: (205) 254-2265/FAX: (205) 254-2484

AISHA JOHNSON, SENIOR BUYER CARMEN JONES, PURCHASING AGENT

SEPTEMBER 14, 2023

ITB: 24-16

INVITATION TO BID (cont'd)

GROUP ONE & THREE: GENERAL INCADESCENT AND LED LIGHTING LAMPS DETAILED SPECIFICATIONS:

Vendor is to provide unit prices and extended totals for each item listed on the Bid Form

At this time the City will only consider the following brands of lamps for award: General Electric (GE), OSRAM-Sylvania or Phillips Lighting. Do not submit bids for other brands of lamps.

Only established firms, located within the metropolitan area of Birmingham, who are engaged in the active stocking and selling of lighting products will be eligible for consideration of award. The successful bidder will be required to maintain an adequately staffed sales counter open for business between the hours of approximately 8:00 a.m. and 4:00 p.m., Monday thru Friday for product pick up by City personnel. Bidder must be an authorized distributor for any product line offered to the City for consideration.

The quantities shown on the bid form are <u>strictly estimates for evaluation purposes only</u>. Merchandise shall be ordered as requirements dictate. The City reserves the right to purchase more or less than these quantities as conditions require, and no bidder shall attempt to hold the quantities shown as a firm quantity under this contract. The City does not guarantee any specific quantity or dollar value of goods or services to be purchased during the life of the contract. The City shall be allowed to order at any time, in any quantity (complying with vendor minimums if so stated and accepted) during the life of this contract.

The City has limited storage space so timely delivery shall be a consideration. The successful bidder shall guarantee full delivery within ten (10) working days of receipt of order for all ballast. Vendor will be required to maintain an adequate in store inventory available for immediate pick up by City personnel should the need arise. All bids submitted <u>are to be F.O.B. delivered</u>, City of Birmingham, AL. No delivery charges of any nature will be allowed.

The City reserves the right to inspect any potential vendor's equipment, inventories, personnel, location(s), etc., before an award is made, to verify the potential vendor has the ability to properly service the City's requirements.

Due to the impracticality of listing each and every type lamp or electrical part the City may need to procure during the life of the contract, all bidders are to supply with their bid any and all manufacturer's price sheets showing the current prices for all available lamps within each type. These price sheets, combined with any stated discount rate(s), shall be used to determine the City's price for any and all lamps and electrical part not specifically shown on the Bid Form. No updated or more current price list may be substituted at any time during the initial life of the contract.

All bidders shall quote this bid invitation with written assurance to the City that any and all lamps or electrical parts not shown in the Bid Form shall be furnished at the same rate of discount as shown on the lamps or electrical part so quoted. Warranties, price protection, etc., shall be the same as for lamps or electrical parts so shown on the bid invitation. Failure to provide these features by the successful bidder shall render this contract null and void at the time of proven infraction. Failure to provide price sheets with Bid could result in the outright rejection of the bid from consideration.

Bidders are to indicate in the spaces provided on the Bid Form, any discount from the submitted price sheets that will apply to all lamps and electrical parts within that type. These discounts will be a consideration of the award. Quoted discount rates will remain fixed for the entire life of the contract. Discount rate is to be a <u>fixed</u>, <u>flat rate</u> for each type. <u>Do not quote discount ranges for a type</u> (ex: Incandescent; 30 - 50%).

Each bidder is to include a copy of the manufacturer's warranty provisions with the bid. These warranty provisions will be a consideration of the award. Failure to provide warranty provisions could result in the outright rejection of the bid from consideration. Warranty on all lamps will begin from the date of installation, not from the purchase date.

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AISHA JOHNSON, SENIOR BUYER CARMEN JONES, PURCHASING AGENT

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INVITATION TO BID - (cont'd)

GROUP TWO & FOUR: ELECTRONIC and LED LAMP BALLAST DETAILED SPECIFICATIONS:

Vendor is to provide unit prices and extended totals for each item listed on the Bid Form

All terms and conditions as previously stated within the document apply to this Group also. Prices will be fixed for all twelve (12) month period.

All ballasts supplied are to meet ANSI Standard C82.11-1993 & C62.41-1991. All ballasts are to meet FCC Part 18 Class B for EMI and RFI Consumer Limits on T12 applications. FCC Part 18 Class A Non-Consumer Limits will be acceptable for T8 applications. Sound ratings are to be no less than A rated on either application. All ballasts are to be suitable for use with equivalent U-Bend lamps.

All ballasts are to be PCB free and are to be UL listed (Class P, Type 1 Outdoor, Type HL). Maximum case temperature is to be 167°F (75°C).

Each bidder is to submit a factory application and performance specification sheets for each conventional or LED lamp ballast quoted. These specification sheets are to detail all technical data about the ballast being quoted and show compliance with all stated Standards. Failure to submit the technical data sheets could result in the outright rejection of the bid from consideration.

Each bidder is to include a copy of the manufacturer's warranty provisions with his/her bid. These warranty provisions will be a consideration of the award. Failure to provide warranty provisions could result in the outright rejection of the bid from consideration. Warranty on all lamps will begin from the date of installation, not from the purchase date.

General Electric and Triad Universal Lighting Technology numbers are supplied as reference only and are not intended to infer a preference or a sole acceptable brand.

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OFFICE: (205) 254-2265/FAX: (205) 254-2484

AISHA JOHNSON, SENIOR BUYER CARMEN JONES, PURCHASING AGENT

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INVITATION TO BID - (cont'd)

GROUP FIVE: LED, PIR and RF SENSORS DETAIL SPECIFICATIONS:

Vendor is to provide unit prices and extended totals for each item listed on the Bid Form

The City will only consider the following brands of Sensors supplied for award: (Energy Miser, Wattstopper, etc.) or Fully Equal In Quality and Performance. Do not submit bids for other brands of lesser quality products.

All terms and conditions as previously stated within the document apply to this Group also. Prices will be fixed for all twelve (12) month period.

GROUP SIX: ELECTRICAL PARTS DETAILED SPECIFICATIONS:

Vendor is to provide unit prices and extended totals for each item listed on the Bid Form

The City will only consider the following brands of electrical parts supplied for award: General Electric (GE), LEVITON, HUBBELL, PASS & SEYMOUR etc.) Do not submit bids for other brands of electrical parts.

All terms and conditions as previously stated within the document apply to this Group also. Prices will be fixed for a twelve (12) month period.

NOTES TO ALL BIDDERS:

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

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

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OFFICE: (205) 254-2265/FAX: (205) 254-2484 **BIRMINGHAM, AL 35203-2227** P-100 CITY HALL

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CARMEN JONES, PURCHASING AGENT AISHA JOHNSON, SENIOR BUYER

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 \$500.00. BIDS SUBMITTED WITHOUT ONE WILL NOT BE ACCEPTED.

Submitted below is my firm bid for lighting & electrical parts supply for the City of Birmingham, Maintenance Warehouse for a period of one (1) year in accordance with your invitation to bid and specifications dated September 14, 2023. Prices quoted are f.o.b. Birmingham, Alabama delivered and I am bidding in accordance with specifications except as listed below.

Group One: Various Incandescent Lighting Lamps

In	Story One: Tailous Incandescent Lighting Lamps					
#	Description	Mfg. Number	Est. Annual Qty.	NOM	Unit Price	Extended Total Price
-	Lamp, Incandescent, 65 watt, R30 flood lamp, medium base, 120 or 130 volt 65BR30/FL/CVP		12	EA	S	\$
2	Lamp, Incandescent, 90 watt, Par 38 flood lamp, medium base, Halogen, 130v		48	EA	8	S
3	Lamp, Fluorescent, 32 watt, T8 tube, G13 med Bipin base, 3500k, F32T8/735, or equal		30	EA	8	S
4	Lamp, Fluorescent, 34 watt, T12 tube, G13 med Bipin base, 4200k, F34/T12/CW/ECO, or equal (replaces F40T12)		06	EA	€9	89
w	Lamp, Fluorescent, 32 watt, T8 tube, 6" bend, G13 med Bi-pin base, 4100k, FB32/T8/741 (U-Bent)		24	EA	8	\$
9	Lamp, Fluorescent, 34 watt, T12 tube, 6" bend, G13 med Bi-pin base, 4200k, FB34CW6/SS (U-Bent) (replaces FB40T12)		12	EA	€	89
7	Lamp, Compact Fluor, 85w, Twist compact. med base, (day-light)		12	EA	↔	S
∞	Lamp, Compact Fluor., 16w = 65w, Int. Flood R40, med base, 120v, 4100k, CRI 82		12	EA	8	9

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P-100 CITY HALL BIRMINGHAM, AL 35203-2227 OFFICE: (205) 254-2265/FAX: (205) 254-2484 SEPTEMBER 14, 2023

BID FORM (cont'd)

Group One: Various Incandescent Lighting Lamps (cont'd)

AISHA JOHNSON, SENIOR BUYER CARMEN JONES, PURCHASING AGENT

#	Description	Mfg. Number	Est. Annual UOM Qty.	NOM	Unit Price	Extended Total Price
6	Lamp, Compact Fluor., 16w = 65w, Flood R30, E26 base 4100K DIMMABLE, 120v		24	EA	S	8
10	10 Lamp, CF18DD/E/835 4 pin		10	EA	8	8
	Lamp, 60 watt Halogen flood, PAR 16/CAP/NFL 12 volt. Phillips # 60 PAR16/FL27 12V. Syl # 60PAR16/HAL/NFL 30		12	EA	8	S
					Group One Total \$	8

Group Two: Various Incandescent Lighting Ballast

12-00-12-12-12-12-12-12-12-12-12-12-12-12-12-						
#	Description	Mfg. Number	Est. Annual Oty.	NOM	Unit Price	Extended Total Price
-	Ballast, Lighting, 400W MH Multi Tap, 120V/208/240/277.30		2	EA	8	\$
7	Ballast, Lighting, 2 lamp F40T12ES.Triad #234SR120M-A or Equal 30		10	EA	8	\$
3	Ballast, Lighting, 2 lamp F32T8. Triad #B2321UNVHP-B010C or Equal 60		30	EA	8	\$
4	Ballast, Lighting, 3 lamp F32T8. Triad #B3321UNVHP-A or Equal 60		30	EA	€9	8
					Group Two Total \$	59

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ITB: 24-16 **SEPTEMBER 14, 2023**

BID FORM (cont'd)

Group Three: Various LED Lighting Lamps

Extended Total Price	\$	8	\$	S	\$	8	59	\$	\$	89	8
Unit Price	<i>∞</i>	8	· ·	· · · · · · · · · · · · · · · · · · ·	<i>∞</i>	\$	69	<i>∞</i>	- S	8	· •
NOM	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
Est. Annual Qty.	48	24	24	36	12	10	12	24	12	800	12
Mfg. Number											
Description	Lamp, LED Dimmable, 10 Watt, A19, Medium (E26) Base, 2700K GE LED10DA19/827 or Equal	Lamp, LED Integrated Refit Tube, 11 watt, T8, Medium Bi-Pin (G13) base, 3 ft. 4000k GE LED11ET8/G/3/840 or Equal	Lamp, LED 12 Watt, Par 38, 2300K 120v Medium base, GE LED12D38W3827/40 or Equal	Lamp, LED Directional, 12 Watt, Par 30, 2700K, 120v Medium (E26) base, GE LED12DP30RW827/40 or Equal	Lamp, LED Dimmable, 14 Watt, A21, 2700K Medium (E26) base, GE LED14DA21/827 or Equal	Lamp, LED Directional, 15 Watt, Par 38 3000K Medium (E26) base, GE LED15DP38W830/40 or Equal	Lamp, LED Dimmable, 16 Watt, A21, 2700K, Medium (E26) base GE LED16DA212/827 or Equal	Lamp, LED 18 Watt, Par 38 2700K 120v Medium (E26) base, GE LED18DP38W827/40 or Equal	Lamp, LED 18 Watt, Par 38 4000K 120v Medium (E26) base, GE LED18DP38W840/40 or Equal	Lamp, LED Integrated Refit Tube, 18 Watt, T8 Medium Bi-Pin (G13) base 4 ft. 4000K GE LED18ET8/G/4/840 or Equal	Lamp, LED Integrated Refit Tube, 18 Watt, T8 Medium Bi-Pin (G13) base 4 ft. 5000K GE LED18ET8/G/4/850 or Equal
#	1	2	3	4	5	9	7	%	6	10	Ξ

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BID FORM (cont'd)

Group Three: Various LED Lighting Lamps (cont'd)

#	Description	Mfg. Number	Est. Annual Oty.	NOM	Unit Price	Extended Total Price
12	Lamp, LED Dimmable, 4 Watt, 2700K Candelabra base, GE LED4DACA-W3/827 or Equal.		12	EA	↔	\$
13	Lamp, LED Dimmable 6 Watt, A19, 2700K Medium (E26) base, GE LED6DA19/827 or Equal.		12	EA	€9	\$
14	Lamp, LED Directional, 7 Watt, Par 20 2700K Medium (E26) base, GE LED7DP203B827/35 or Equal.		12	EA	€4	S
15	Lamp, LED MR16 Dimmable, 7 Watt 2700K GU 5.3 base, GE LED7XDMR16S827/35 or Equal.		12	EA	€9	\$
16	Lamp, LED Integrated Refit Tube, 8 Watt, T8 Medium Bi-Pin (G13) base, 2 ft. 5000K, GE LED8ET8/G/2/840 or Equal.		50	EA	8	8
17	Lamp, LED Retrofit, 22 Watt 4000K Medium (E26) base, Venture LP76418 or Equal.		9	EA	8	65
18	Lamp, LED Decorative, 2.5 Watt, 2200K Candelabra base, Feit BPCFT/LED 2.5W, or Equal.		9	EA	8	8
19	Lamp, LED Decorative, 4.5 Watt, 2700K Candelabra base, Satco 405ETC/LED/27K/120v, or Equal.		9	EA	€9	8
					Group Three Total	69

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BID FORM (cont'd)

Group Four: Various LED Lighting Ballast

	Extended Total Price										
	Extende	€	€	\$	8	€\$	€9	€9	8	∽	€9
	Unit Price	S	⇔	↔	€	S	\$		↔	↔	Group Four Total
	NOM	EA	EA	EA	EA	EA	EA	EA	EA	EA	
•	Est. Annual Qty.	24	9	9	12	12	24	10	9	9	
	Mfg. Number										
	Description	Ballast, T8 Multivolt High Efficiency, 120-277V Low BF, single (1) lamp, GE132MAXP-L/ULTRA or Equal.	Ballast, T8 Multivolt High Efficiency, 120-277V Normal BF, single (1) lamp, GE132MAXP-N/ULTRA or Equal.	Ballast, T8 High Output Electronic, 120-277V Normal BF, single (1) lamp, GE132MAXP-H/ULTRA or Equal.	Ballast, T8 Multivolt High Efficiency, 120-277V, Normal BF, (1 or 2) lamps, GE232MAXP-N/ULTRA or Equal.	Ballast, T8 Multivolt High Efficiency, 120-277V Low BF, (2 or 3) lamps, GE332MAXP-L/ULTRA or Equal.	Ballast, T8 Multivolt High Efficiency, 120-277V Normal BF, (2 or 3) lamps, GE332MAXP-N/ULTRA or Equal.	Ballast, T8 Multivolt High Efficiency, 120-277V Low BF (3 or 4) lamps, GE432MAXP-L/ULTRA or Equal.	Ballast, T8 Multivolt High Efficiency, 120-277V, Normal BF, (3 or 4) lamps, GE432MAXP-N/ULTRA or Equal.	Ballast, T8 High Output Electronic, 120-277V Normal BF, (3 or 4) lamps, GE432MAXP-H/ULTRA or Equal.	
	#	-	2	3	4	2	9	7	∞	6	

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BID FORM (cont'd)

Group Five: Various LED Lighting Sensors

47											
Extended Total Price	8	\$	S	8	s	\$	\$	8	S	\$	S
Unit Price	8	\$	8	SA	8	8	8	8	8	S	Group Five Total
MON	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	
Est. Annual Oty.	9	9	15	9	9	9	15	9	36	9	
Mfg. Number											
Description	Sensor, Passive Infrared (PIR) Occupancy, used on snack machines, Energy Miser SM-170 or Equal	Sensor, Passive Infrared (PIR) Occupancy, used on vending machines, Energy Miser VM-170 or Equal	Sensor, Dual Tech Ceiling Occupancy 24VDC Center Mount 360 degree, use with BZ-50 Power Pack, Wattstopper DT-300 or Equal	Sensor, RF Passive Infrared (PIR) Occupancy, Ceiling Mount, Wattstopper EOPC-100 or Equal.	Sensor, Passive Infrared (PIR) Occupancy, 24VDC with adjustable Time Delay 15/30 min. Wattstopper CI-205-1 or Equal.	Switch, Wall Sensor, Passive Infrared (PIR) Occupancy, 120/277V Wattstopper PW-100 or Equal.	Sensor, Ultrasonic Ceiling Occupancy, 24VDC use in 2000sf area, Wattstopper W20000A or Equal.	Sensor, Ultrasonic Ceiling Occupancy, 24VDC use in 90 Linear ft. area, Wattstopper W2000H or Equal.	Power Pack, Universal Voltage, 24VDC output use with (PIR) Occupancy Sensors. Wattstopper BZ-50 or Equal.	Switch, RF Single Relay Receiver, used to control RF occupancy sensors, Wattstopper EOSW-101-W or Equal.	
#	1	2	3	4	w	9	7	∞	6	10	

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BID FORM (cont'd)

Group Six: Electrical Parts

Description	Mfg. Number	Est. Annual Qty.	NOM	Unit Price	Extended Total Price
Fuse, GMF 3.2A 300V, Hubble/Leviton or Equal		25	EA	\$	8
Fuse, Holder-HLR-BUSS, Hubble/Leviton or Equal		25	EA	8	8
Fuse, GMF 1.6A 300V, Hubble/Leviton or Equal		25	EA	€4	\$
Lamp Holder, Impact Resistant, Ceiling Keyless LMPHLDER		20	EA	8	\$
Socket, Extension porcelain Med to Med Leviton or Equal		40	EA	8	\$
Socket, Adapter porcelain Mogul to Mogul Leviton or Equal		40	EA	8	8
Box, Electrical single gang weatherproof TP-7010 Cooper or equal		10	EA	8	\$
Cover, Electrical single gang Blank weatherproof (Gray) Cooper or equal		10	EA	8	S
Cover, Electrical GFCI weatherproof (horizontal) Leviton or equal		10	EA	8	8
Cover, Electrical GFCI weatherproof (vertical) Leviton or equal		10	EA	8	89
Cover, Electrical weatherproof vertical/duplex Leviton or equal		10	EA	8	\$
Cover, Electrical receptacle weatherproof Leviton or equal		10	EA	8	S
Box, Electrical single gang metal handy 1%"		10	EA	8	\$
Cover, Electrical handy box f/duplex S/S		10	EA	59	6

P-100 CITY HALL BIRMINGHAM, AL 35203-2227 OFFICE: (205) 254-2265/FAX: (205) 254-2484

SEPTEMBER 14, 2023 ITB: 24-16

BID FORM (cont'd)

Group Six: Electrical Parts (cont'd)

#	Description	Mfg. Number	Est. Annual Qty.	NOM	Unit Price	Extended Total Price
15	Cover, Electrical single gang outlet		50	EA	S	\$
91	Cover, Electrical toggle switch plate		30	EA	8	8
17	Cover, Electrical handy blank S/S		40	EA	8	<i>S</i> A
18	Box, extension for handy box 178" deep		30	EA	\$	8
19	Box, Switch 2½D (with ears)		10	EA	↔	<i>\$</i> 4
20	Plug, Male 15A 125V 2 pole 2 wire Leviton/Hubble or equal.		80	EA	8	89
21	Plug, male 15A 125V 3 wire (5266) Leviton/Hubble or equal		08	EA	8	8
22	Plug, Female 15A 125V 3 wire (5269) Leviton/Hubble or equal		20	EA	8	S
23	Adapter, Grounding Receptacle to underground receptacle		10	EA	8	S
24	Fixture, Lighting emergency/LED-90 Exitronix or equal		10	EA	8	8
25	Cover, Blank octagon 31/2"		20	EA	\$	8
26	Cover, Blank octagon 4"		20	EA	8	69
72	Box, extension for octagon 4"		5	EA	8	89
28	Box, octagon 4" handy box		5	EA	\$	€\$

OFFICE: (205) 254-2265/FAX: (205) 254-2484 **BIRMINGHAM, AL 35203-2227** P-100 CITY HALL

ITB: 24-16 **SEPTEMBER 14, 2023**

BID FORM (cont'd)

Group Six: Electrical Parts (cont'd)

#	Description	Mfg. Number	Est. Annual Otty.	MON	Unit Price	Extended Total Price
29	Box, Square 4" metal shallow 1/2"		30	EA		8
30	Box, Square 4" metal 21/8" D combo		20	EA	\$	89
31	Box, Square 4" metal 1/2" combo		20	EA	\$	8
32	Cover, Square 4" metal double switch		20	EA	\$	69
33	Cover, Square 4" double Duplex Raised Receptacle		40	EA	\$	\$
34	Cover, Square 4" duplex single Raised Receptacle		30	EA	\$	8
35	Box, Square 4" plaster 5%" single		10	EA	\$	\$
36	Cover, Square 4" blank		20	EA	8	\$
37	Cover, Square 411/16" blank		10	EA	8	\$
38	Cover, square 4" raised switch		10	EA	\$	69
39	Tape, Electrical black vinyl 3/7" Scotch brand #33 or equal		300	EA	~	\$
40	Tape, electrical green viny13/4"		100	EA	8	84
41	Tape, electrical white viny13/4"		100	EA	8	8
42	Tape, electrical red vinyl 3/7"		100	EA	8	\$
43	Tape, electrical orange viny13/7"		100	EA	€	\$

OFFICE: (205) 254-2265/FAX: (205) 254-2484 **BIRMINGHAM, AL 35203-2227** P-100 CITY HALL

ITB: 24-16 **SEPTEMBER 14, 2023**

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BID FORM (cont'd)

CARMEN JONES, PURCHASING AGENT AISHA JOHNSON, SENIOR BUYER

Group Six: Electrical Parts (cont'd)

#	Description	Mfg. Number	Est. Annual Qty.	NOM	Unit Price	Extended Totz
44	Tape, electrical blue vinyl 3/4"		100	EA	8	\$
45	Connector, wire nut T/R + Pouch/Box, Tan		400	EA	\$	8
46	Connector, wire nut B/G + Pouch/Box, Blue		400	EA	\$	\$
47	Connector, wire nut O/B + Pouch/Box, Orange		400	EA	\$	8
48	Connector, wire nut R/Y + Pouch/Box, Red		400	EA	8	8
49	Connector, wire nut T/Y + Pouch/Box, Tan		400	EA	\$	8
20	Connector, wire nut 454 Large, Blue		400	EA	\$	8
51	Strap, Cable Tie 18" Nylon HD UV and weather resistant. Panduit brand or equal price/100 pkg.		200	EA	8	\$
52	Strap, Cable Tie 11½" Nylon UV and weather resistant. Panduit brand or equal price/100 pkg.		2,000	EA	\$	8
53	Strap, Cable Tie 71/2" Nylon UV and weather resistant. Panduit brand or equal price/100 pkg.		2,000	EA	S	8
25	Strap, Cable Tie 4" Nylon UV and weather resistant. Panduit brand or equal price/100 pkg.		2,000	EA	8	8
55	Surge Protector 15' Cord 8 Taps Minimum of 790 to 1200 Joules		150	EA	S	\$
56	Surge Protector 6' Cord 6 Taps Minimum of 790 to 1200 Joules		150	EA	\$	8
57	Cord, Extension. 25' with 3 Taps. 12/3 Heavy Duty. Abrasive and Cold Resistant Cover.		90	EA	<i>∽</i>	€

OFFICE: (205) 254-2265/FAX: (205) 254-2484 **BIRMINGHAM, AL 35203-2227** P-100 CITY HALL

ITB: 24-16 **SEPTEMBER 14, 2023**

BID FORM (cont'd)

Group Six: Electrical Parts (cont'd)

S9 Cord, E Cord, E Cord, E Cold Re Cord, E Cold Re Cold Re		9	Oty.		Ount Price	Extended Total Price
	Cord, Extension. 50' with 3 Taps. 12/3 Heavy Duty. Abrasive and Cold Resistant Cover.		50	EA	\$	€9
	Cord, Extension. 25' 12/3 Heavy Duty. Abrasive and Cold Resistant Cover.		50	EA	\$	8
	Cord, Extension. 50' 12/3 Heavy Duty. Abrasive and Cold Resistant Cover.		50	EA	\$	€9
61 Cord, E Duty. A	Cord, Extension. 100' with 3 Taps. 12/3 Heavy Duty. Abrasive and Cold Resistant Cover.		25	EA	8	€9
62 Recepta	Receptacle, 20A 125V Duplex Ivory BR-20 Leviton, Hubbell, or equal		100	EA	8	8
63 Recepta	Receptacle, 20A 125V Duplex Brown BR-20 Leviton, Hubbell, or equal		100	EA	\$	8
64 Recepta	Receptacle, 20A 125V Duplex Gray Br-20 Leviton, Hubbell, or equal		100	EA	8	<i>∽</i>
65 Recepta	Receptacle, 20A 125V Duplex (hospital grade) Leviton, Hubbell, or equal		100	EA	8	8
66 Recepta or equal	Receptacle, 20A 125V GFCI with wall plate Leviton or equal		200	EA	•	8
67 Cover,	Cover, Receptacle double duplex Ivory		50	EA	€	8
68 Cover,	Cover, Receptacle duplex Ivory		50	EA	8	8
69 Cover,	Cover, Receptacle double duplex Brown		50	EA	↔	8
70 Cover,	Cover, Receptacle duplex Brown		20	EA	\$	6

P-100 CITY HALL BIRMINGHAM, AL 35203-2227

OFFICE: (205) 254-2265/FAX: (205) 254-2484

SEPTEMBER 14, 2023 ITB: 24-16

BID FORM (cont'd)

Group Six: Electrical Parts (cont'd)

# ,	Description	Mfg. Number	Est. Annual Oty.	NOM	Unit Price	Extended Total Price
11	Cover, Receptacle double duplex Gray		50	EA	\$	8
72	Cover, Receptacle duplex Gray		50	EA	€	69
73	Cover, Receptacle double duplex stainless steel (SS)		50	EA	€	8
7.4	Cover, Receptacle duplex stainless steel (SS)		50	EA	\$	8
75	Cover, Receptacle single stainless steel (SS)		50	EA	8	69
92	Cover, Receptacle duplex Red		50	EA	8	\$
11	Switch, Light Single Pole Gray 20A 120v		50	EA	\$	64
78	Switch, Light single pole Brown 20A 120v		100	EA	€	69
79	Switch, Light single pole Ivory 20A 120v		100	EA	\$	65
80	Switch, Light single pole Gray 15A 120v		100	EA	\$	59
81	Switch, Light single pole Brown 15A 120v		100	EA	\$	69
82	Switch, Light single pole Ivory 15A 120v		100	EA	8	8
83	Switch, Light single pole 3 way 15A 120v		100	EA	8	<i>\$</i>
84	Cover, Blank Ivory		50	EA	8	\$
85	Cover, Switch plate Ivory		50	EA	8	55
98	Cover, Switch plate double Ivory		50	EA	8	89

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OFFICE: (205) 254-2265/FAX: (205) 254-2484 **BIRMINGHAM, AL 35203-2227** P-100 CITY HALL

ITB: 24-16 **SEPTEMBER 14, 2023**

Group Six: Electrical Parts (cont'd)

AISHA JOHNSON, SENIOR BUYER CARMEN JONES, PURCHASING AGENT

BID FORM (cont'd)

#	Description	Mfg. Number	Est. Annual Oty.	NOM	Unit Price	Extended Total Price
87	Cover, Blank Brown		50	EA	\$	\$
88	Cover, Switch plate Brown		50	EA	\$	89
68	Cover, Switch plate double Brown		50	EA	89	\$
06	Cover, Switch plate triple Brown		50	EA	\$	€\$
91	Cover, Switch plate Gray		50	EA	<i>\$</i> 4	69
92	Cover, Blank stainless steel (SS)		50	EA	69	\$
93	Cover, Switch plate stainless steel (SS)		50	EA	69	59
94	Cover, Switch plate triple stainless steel (SS)		50	EA	64	\$
95	Photocell, Tork 5007M Twist Type or equal		50	EA	64	8
96	Photocell, Button Type/Intermatic K4021C or equal		50	EA	59	8
76	Photocell, Intermatic K4121C or equal		50	EA	64	S
86	Photocell, 120V HD ½" Tork-2101 or equal		50	EA	64	69
66	Cable, 3/8" MC 12-2 W/Ground THHN S or equal		50	EA	64	\$
100	Cable, Cord 16/2 SO 600V		250	EA	\$	54
101	Wire, 16-3 S00W 600V		250	EA	89	8

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SEPTEMBER 14, 2023 ITB: 24-16

AISHA JOHNSON, SENIOR BUYER CARMEN JONES, PURCHASING AGENT

BID FORM (cont'd)

Group Six: Electrical Parts (cont'd)

#	Description	Mfg. Number	Est. Annual	NOM	Unit Price	Extended Total Price
102	Wire, 14/3 S00W 600V		Quy.	EA	59	4
103	Wire, 12/3 S00W 600V		250	EA	•	· S
104	Fuse, Midget Buss (Time Delay) FNM-15		50	EA	\$	\$
105	Fuse, Midget Buss (Time Delay) FNM-20		50	EA	8	\$
106	Fuse, Midget Buss (Time Delay) FNM-30		50	EA	\$	€
107	Cage, Wire Protector For Exit Sign VLED-EL90 Combo or equal		50	EA	\$	\$
108	Sign, Exit LED Combo VLED-EL90 Thermoplastic or equal		100	EA	8	\$
109	Wire, Solid THHN #10 Green		250	EA	8	8
110	Wire, Solid THHN #12 Yellow		250	EA	8	8
111	Wire, Solid THHN #12 Orange		250	EA	8	\$
112	Wire, Solid THHN #12 Brown		250	EA	8	8
113	Wire, Solid THHN #12 White		250	EA	8	<i>∽</i>
114	Wire, Solid THHN #12 Red		250	EA	8	\$
115	Wire, Solid THHN #12 Blue		250	EA	8	69
116	Wire, Solid THHN #12 Black		250	EA	\$	\$

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SEPTEMBER 14, 2023 ITB: 24-16

AISHA JOHNSON, SENIOR BUYER CARMEN JONES, PURCHASING AGENT

BID FORM (cont'd)

Group Six: Electrical Parts (cont'd)

#	Description	Mfg. Number	Est. Annual Qty.	NOM	Unit Price	Extended Total Price
117	Wire, Solid THHN #14 Brown		250	EA	\$	\$
118	Wire, Solid THHN #14 Yellow		250	EA	59	\$
119	Wire, Solid THHN #14 Orange		250	EA	59	\$
120	Wire, Stranded THHN #14 Brown		250	EA	\$	89
121	Wire, Stranded THHN #14 White		250	EA	SA	\$
122	Wire, Stranded THHN #14 Red		250	EA	64	<i>∞</i>
123	Wire, Stranded THHN #14 Green		250	EA	SA	\$
124	Wire, Stranded THHN #14 Blue		250	EA	65	\$
125	Wire, Stranded THHN #16 White		250	EA	69	8
126	Wire, Stranded THHN #16 Red		250	EA	69	89
127	Wire, Stranded THHN #16 Green		250	EA	65	S
128	Wire, Stranded THHN #16 Brown		250	EA	65	69
129	Wire, Stranded THHN #16 Blue		250	EA	S A	\$
130	Wire, Stranded THHN #16 Black		250	EA	<i>\$</i> 5	\$

BIRMINGHAM, AL 35203-2227 OFFICE: (205) 254-2265/FAX: (205) 254-2484 SEPTEMBER 14, 2023 ITB: 24-16

BID FORM (cont'd)

Group Six: Electrical Parts (cont'd)

AISHA JOHNSON, SENIOR BUYER CARMEN JONES, PURCHASING AGENT

BID FORM (co

#	Description	Mfg. Number	Est. Annual Oty.	NOM	Unit Price	Extended Total Price
131	Wire, Stranded THHN #12 White		250	EA	8	\$
132	Wire, Stranded THHN #12 Black		250	EA	8	\$
133	Wire, Stranded THHN #10 Black		250	EA	8	€9
134	Wire, Stranded THHN #10 Blue		250	EA	8	€9
135	Wire, Stranded THHN #10 Green		250	EA	€9	8
136	Strap, Cable Tie 36" HD Indoor Type		300	EA	8	8
137	Conduit, 1/2" EMT		90	EA	\$	S
138	Conduit, 3/2" EMT		50	EA	€>	\$
139	Conduit, 1" EMT		90	EA	8	8
94	Conduit, 11/2" EMT		50	EA	€	€9
141	Conduit, 11/2" EMT		90	EA	↔	\$
142	Conduit, 2" EMT		50	EA	\$	S
143	Conduit, 2" Rigid Aluminum		50	EA	\$	8
44	Conduit, 1/2" Rigid Aluminum		50	EA	8	8

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SEPTEMBER 14, 2023 ITB: 24-16

BID FORM (cont'd)

Group Six: Electrical Parts (cont'd)

#	Description	Mfg. Number	Est. Annual Qty.	NOM	Unit Price	Extended Total Price
145	Conduit, 34" Rigid Aluminum		50	EA	\$	84
146	146 Conduit, 11/4" Rigid Aluminum		50	EA	\$	8
147	147 Conduit, 11/4" IMC METAL		90	EA	\$	8
148	Circuit Breakers, 20A 125V Single Pole Square, Cutler, Hammer, GE, Siemens		10	EA	S	8
149	Circuit Breakers, 60A 220V Double Pole Square, Cutler, Hammer, GE, Siemens		10	EA	↔	8
					Group Six Total \$	8

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€	GROUPS ONE-SIX GRAND TOTAL \$
€	Group Six Total 8
€	Group Five Total \$
S	Group Four Total \$
S	Group Three Total \$
5 0	Group Two Total \$
€	Group One Total S

BIRMINGHAM, AL 35203-2227 OFFICE: (205) 254-2265/FAX: (205) 254-2484 P-100 CITY HALL

ITB: 24-16 SEPTEMBER 14, 2023

BID FORM (cont'd)

Manufacturer P	Manufacturer Percentage Discount Off Parts Not Listed	ot Listed	
Guaranteed minimum percentage discount off MSRP for Lighting &	ighting & Electrical Parts Supply not listed on Bid Form.	d on Bid Form.	%
	Estimated Deli	Estimated Delivery timeframe after receipt of order:	
D Co	naranteed Discount off submitted bid	Guaranteed Discount off submitted bid pricing if bid is renewed for 2nd year:	%
Ð	uaranteed Discount off submitted bid	Guaranteed Discount off submitted bid pricing if bid is renewed for 3 rd year:	%
Incandescent:	% Fluorescent:		CFL:
Manufacture's Name:	Manufacturer's catalog/price sheet ID number:	leet ID number:	
NAME OF YOUR COMPANY			

BIRMINGHAM, AL 35203-2227 OFFICE: (205) 254-2265/FAX: (205) 254-2484

AISHA JOHNSON, SENIOR BUYER CARMEN JONES, PURCHASING AGENT

SEPTEMBER 14, 2023 ITB: 24-16

BID FORM (cont'd)

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BIRMINGHAM, AL 35203-2227 OFFICE: (205) 254-2265/FAX: (205) 254-2484

AISHA JOHNSON, SENIOR BUYER CARMEN JONES, PURCHASING AGENT

NAME OF YOUR COMPANY:

SEPTEMBER 14, 2023 ITB: 24-16

DEBARMENT STATEMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSIONS, AND OTHER RESPONSIBILITY MATTERS

(Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

Bidder/Offeror certifies to the best of its knowledge and belief, that it and its principals:						
(a)	[] Are [] are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;					
(b)	Place [] have not within a three-year period preceding award of this contract been convicted of or had civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;					
(c)	[] Are [] are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission on any of the offenses enumerated in Paragraph (b) above; and					
(d)	[] Have [] have not within a three-year period preceding award of this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.					
(e)	(e) <u>DATA UNIVERSAL NUMBERING SYSTEM (DUNS)</u> Duns number must be provided on the signature page of this document before an award can be made to facilitate System Award Management (SAM) certification <u>www.sam.gov/SAM</u> . Companies that do not have a free DUNS number may visit <u>www.dnb.com/duns-number/get-a-duns.html</u> for more information. <i>The City of Birmingham does not provide DUNS numbers</i> .					
**	AUTHORIZED SIGNATURE	TITLE				
-	PRINTED NAME	DATE				
_ I an	n unable to certify to the above statements. My ex	planation is attached.				

BIRMINGHAM, AL 35203-2227 OFFICE: (205) 254-2265/FAX: (205) 254-2484

AISHA JOHNSON, SENIOR BUYER CARMEN JONES, PURCHASING AGENT SEPTEMBER 14, 2023 ITB: 24-16

City of Birmingham Transparency in City Government Disclosure and Certification Form

TRANSPARENCY IN CITY GOVERNMENT DISCLOSURE AND CERTIFICATION FORM

INSTRUCTIONS:

This form must be fully completed by any individual or entity (hereinafter referred to as "Vendor") seeking to enter into a contract or appointment, provide services, obtain funding or otherwise do business with the City of Birmingham with the express exclusion of persons or entities exclusively providing grant funding to the City, General Services Administration (GSA) vendors, national cooperatives approved by the Alabama Department of Examiners of Public Accounts and governmental entities to include City boards and agencies.

Submit completed forms to the appropriate City Department. All questions must be answered. Respond "Not applicable" or "NA" if a question does not apply. Attach additional pages if needed. Completed forms will be submitted to the Birmingham City Council or the appropriate Council Committee along with the Applicant's proposed contract, appointment and/or funding request.

For purposes of this Form, the following definitions apply:

Family Member of a Public Employee. The spouse, domestic partner or a dependent of the public employee.

<u>Family Member of a Public Official</u>. A spouse, domestic partner, dependent, adult child and his or her spouse, parent, spouse's parents, sibling and his or her spouse, of the public official.

<u>Public Employee</u>. Any person employed by the City of Birmingham or its instrumentalities, including governmental corporations and authorities.

<u>Public Official</u>. Any person elected to public office of the City of Birmingham, whether or not that person has taken office, by the vote of the people, and any person appointed to a position at the City of Birmingham or its instrumentalities, including governmental corporations and authorities.

This Form is a:		
☐ New Submission		Update to a Previous Submission
Section 1: VENDOR NAME AND CONTACT:		
Vendor's Legal Name:		
Physical Street Address:		
	1. 30	

BIRMINGHAM, AL 35203-2227 OFFICE: (205) 254-2265/FAX: (205) 254-2484

AISHA JOHNSON, SENIOR BUYER CARMEN JONES, PURCHASING AGENT

SEPTEMBER 14, 2023 ITB: 24-16

City of Birmingham Transparency in City Government Disclosure and Certification Form

Mailing Addre	SS:
Phone Number	r:
Contact Perso	n:
Section 2: DIS	OSURES
	all officers, directors, owners, members, partners and executive management of the Vendor.
(b) (PUBLI	OFFICAL)
Birmingha Birmingha	the persons identified in paragraph (a) above a Family Member of a Public Official of the City of m or do they have an employment or other business relationship with a Public Official of the City on or a Family Member of a Public Official? If "yes", describe any family, employment or business p with the Public Official.
□ Yes	□ Not Applicable

BIRMINGHAM, AL 35203-2227 OFFICE: (205) 254-2265/FAX: (205) 254-2484

AISHA JOHNSON, SENIOR BUYER CARMEN JONES, PURCHASING AGENT

SEPTEMBER 14, 2023 ITB: 24-16

City of Birmingham Transparency in City Government Disclosure and Certification Form

	City of D	ir min	ignam Transparency in City Government Disclosure and Certification Form
	Birmingham or do	sons they amil	identified in paragraph (a) above a Family Member of a Public Employee of the City of have an employment or other business relationship with a Public Employee of the City of y Member of a Public Employee? If "yes", describe any family, employment or business
	Yes		Not Applicable
SEC	CTION 3. LOBBYISTS,	, CON	NSULTANTS & ATTORNEYS:
a lo	bbyist, consultant of	or att	ears, has Vendor retained, hired or paid any person or entity including, but not limited to, corney, to assist Vendor in obtaining a City contract, appointment or funding? If "yes", firm name, address and telephone number any such person or entity.
	Yes		Not Applicable
SEC	TION 4: DISCLOSUR	E OF	CONBTRIBUTIONS:
com Pub at ti	nmittee that provide lic Official, or provide he request of a Pub	es fui ded f lic Of	ars, has the Vendor provided a campaign contribution, a contribution to a political action nding to a Public Official's campaign or other funding to or performed services for a funding to or performed services for an individual or entity, including a charitable entity, fficial or Public Employee? If yes, identify the amount, date and recipient of any ther funding and/or the date, contract amount and nature of services performed.
	Yes		Not Applicable
	_		

BIRMINGHAM, AL 35203-2227 OFFICE: (205) 254-2265/FAX: (205) 254-2484

AISHA JOHNSON, SENIOR BUYER CARMEN JONES, PURCHASING AGENT

SEPTEMBER 14, 2023

ITB: 24-16

City of Birmingham Transparency in City Government Disclosure and Certification Form

SECTION 5: CONTRACTS WITH THE CITY OF BIRMINGH	IAM:
Does the Vendor have any existing contracts with the terminated within the past three (3) years?	City of Birmingham or contracts which have expired or been
□ Yes □ No	
SECTION 6: CLAIMS AGAINST THE CITY OF BIRMINGHA	AM:
Does the Vendor have any pending claims against the	City of Birmingham.
□ Yes □ No	
SECTION 7: GOOD STANDING:	
By signing this <i>Transparency in City Government Discloregard</i> to all required federal, state, and local business	osure and Certification Form Vendor affirms that it is current in s, tax and other filing requirements and licensure.
CERTIFICATION:	
Certification Form on behalf of the Vendor, that the formy knowledge are true and complete. I acknowledge to contained herein, and that the Vendor is under a conticompletion of any contract(s) with the City to notify therein; that I am aware that it is a criminal offense to If I do so, I will be subject to criminal prosecution under	cute this Transparency in City Government Disclosure and pregoing information and any attachments hereto, to the best of that the City of Birmingham is relying on the information inuing obligation from the date of this certification through the ne City in writing of any changes to the information contained make a false statement or misrepresentation in this certification or the law, and it will constitute a material breach of my lare any contract(s) resulting from this certification void and
VENDOR SIGNATURE:	
NAME:	DATE:
	/ /

BIRMINGHAM, AL 35203-2227 OFFICE: (205) 254-2265/FAX: (205) 254-2484

AISHA JOHNSON, SENIOR BUYER CARMEN JONES, PURCHASING AGENT

This page must be returned with bid.

SEPTEMBER 14, 2023 ITB: 24-16

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.

Bidder	acknowledges receipt of _	(addenda number)	addenda(s).	U.E.I.D #
Date of	Bid			Name (Print legibly or Type)
Compa	ny			Title
Street A	Address			Signature
City	State		Zip	Tax ID Number
Post Of	fice Box			E-Mail Address
City	State		Zip	Telephone Number
Terms o	of Payment			Fax Number
Deliver	y Date			Cell Phone
INDIC	BID AWARD NOTICE A	ADDRESS IF D ADDRESS DDRESS	IFFERENT	TY OF BIRMINGHAM BUSINESS LICENSE WITH THIS BID. FROM ABOVE: above)
	A			