

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

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

**NOVEMBER 9, 2023  
ITB: 24-23**

<b>TO:</b>	Prospective Bidders
<b>INVITATION FOR BID NUMBER:</b>	24-23 (A complete copy can be downloaded at <a href="http://www.birminghamal.gov">www.birminghamal.gov</a> )
<b>SEPARATE SEALED BIDS FOR:</b>	<b>TRAFFIC SIGNAL CABINETS, CONTROLLERS AND RELATED PARTS</b>
<b>INVITATION TO BID RESPONSES WILL BE RECEIVED BY:</b>	Melinda A Cunningham, Senior Buyer Purchasing Division 710 North 20 <sup>th</sup> Street, P-100 City Hall Birmingham, AL 35203-2227

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

<b>BID DUE DATE:</b> <b>NOVEMBER 29, 2023 BY 5:00 PM</b> <b>(CENTRAL STANDARD TIME)</b>	<b>BID OPENING DATE:</b> <b>NOVEMBER 30, 2023 AT 10:00 AM</b> <b>(CENTRAL STANDARD TIME)</b>
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Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at [www.birminghamal.gov](http://www.birminghamal.gov) (go to link titled 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  
P-100 City Hall  
710 North 20<sup>th</sup> Street  
Birmingham, AL 35203-2227

**TELEPHONE INQUIRIES – NOT ACCEPTED**

Telephone inquiries with questions regarding clarification of any and all specifications of the ITB will not be accepted. All questions must be e-mailed to Melinda A. Cunningham @ [melinda.cunningham@birminghamal.gov](mailto:melinda.cunningham@birminghamal.gov).

Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date.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

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

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

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

Released by:



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INVITATION TO BID – *Continued*

Sealed bids marked **TRAFFIC SIGNAL CABINETS, CONTROLLERS AND RELATED PARTS** will be received by the Purchasing Agent, P-100 First Floor of City Hall, 710 North 20<sup>th</sup> Street, Birmingham, Alabama 35203.

Bids will be accepted until 5:00 P.M. central time (standard or daylight savings time, as applicable) on **NOVEMBER 29, 2023**.  
Bids submitted after these dates and times will not be considered.

Bids will be publicly opened at 10:00 A.M. on **NOVEMBER 30, 2023**.

In the effort to decrease the spread of COVID-19, bid openings will be held virtually via WebEx. Login information can be found on the City's website at [www.birminghamal.gov](http://www.birminghamal.gov) (click on the link titled **Work** then click on **Bidding Opportunities**).

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

**TERM OF CONTRACT**

Any contract resulting from this ITB will become effective upon bid award. Per Section 3-3-7(7) of the Birmingham City Code and State Bid Law, the proposed contract shall be in effect for a minimum of one (1) year guaranteed with the option of renewal for two (2) additional one-year terms, contingent upon Council approval. The life of this contract shall exist with the approval of both parties with the provision that no price increase in the original bid prices shall be allowed.

**ADDENDA**

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

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

It is required for any contract exceeding \$10,000.00 that the bidder submits with his bid a certified check, a cashier's check, or a bid bond payable to the City of Birmingham. In order for any bid award to be considered that exceeds \$10,000.00, your bid must be accompanied by an acceptable bid bond 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 **TRAFFIC SIGNAL CABINETS, CONTROLLERS AND RELATED PARTS, 5:00 P.M., 10/29/2023**. Bids may be hand delivered to Purchasing, Room P-100 First Floor, City Hall, Birmingham, Alabama or mailed to City of Birmingham, 710 North 20th Street, Birmingham, AL 35203. Bids mailed in (i.e. USPS, Federal Express, UPS, Airborne, etc.) must specify delivery to Room P-100, 1st Floor-City Hall.

Alabama Messenger 11/11/2023

  
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT

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**INVITATION TO BID – *Continued***

**GENERAL**

The City of Birmingham is seeking bids for the supply of traffic signal controllers and related parts. The complete cabinet and controller units (twisted pair and fiber optic configurations) and the 336-S cabinets. The basis of the bid shall consist primarily for the supply of roadway lighting, street lighting poles & miscellaneous parts which the City may require during the life of the contract. The City intends to award per section to the lowest priced, responsive, responsible bidder(s) on an individual line item basis. The City makes no guarantee as to the quantity to be purchased for any item bid. Orders will be issued on an as needed basis for awarded items. 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.

**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.

**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.

**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.

**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.

**Any potential vendor 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.**

**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.

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**INVITATION TO BID – *Continued***

**CONTACT**

Questions regarding procurement should be addressed in writing to Melinda Cunningham, Purchasing Division, either by fax, (205) 254-2484, or by email, [melinda.cunningham@birminghamal.gov](mailto:melinda.cunningham@birminghamal.gov) between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

Questions regarding technical aspects should be addressed in writing to Kelvin Blevins, Department of Transportation, by email, [kelvin.blevins@birminghamal.gov](mailto:kelvin.blevins@birminghamal.gov) between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday.

**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.

**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.

**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.

**DELIVERY**

Will be to various locations in the City of Birmingham as indicated on purchase order.

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

**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 – *Continued***

**THIRD-PARTY “REMIT-TO”**

If bidder has a third-party “remit-to” company, that information must appear on the Bidder’s response. The City of Birmingham will send payment to the company designated by Bidder on its response, but will not be responsible for resolving payment issues, should the Bidder change payment processing companies after a payment has been mailed or without forty-five (45) days written notification to the Purchasing and General Accounting divisions of the City of Birmingham.

**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 the address indicated on purchase order.

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

**PAYMENT TERMS**

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

**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.**

**AWARD**

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

**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.

**NON-RESPONSIVE BIDDER**

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

Any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered for award.

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**INVITATION TO BID – *Continued***

**CONTRACT AWARD**

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

The proposed contract will be for a period of one (1) year with the option to renew for two (2) additional years annually. Awarded vendor must hold prices originally bid for the first year. Prior to the end of the initial contract year or during any extension phase of this contract, the successful bidder shall give the City an advanced thirty (30) days written notice if they wish to terminate the contract. During the renewal phase of the contract should any product bid have a manufacturer's price increase which applies across the board to all sales of the product (ex: new price list published), the City shall allow the bidder to increase the bid price by the exact dollar amount of the manufacturer's price increase. Bidder must provide to the City printed documentation from the manufacturer of any such price increase at least thirty (30) days prior to implementing any increase in price. No increase in price shall be allowed during the first twelve (12) months of the contract. Should any product herein experience a manufacturer's price reduction during the contracted period, the City is to immediately receive the benefit of such reduction.

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.

**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.

**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.

**PURCHASE ORDERS**

The City will issue purchase order(s) to the successful bidder for the goods and/or services (bid items) that are the subject of the bid. Unless otherwise agreed in a writing that is signed by both parties, the entire agreement between the City and the successful bidder concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) the contemplated purchase order(s), (b) this Invitation to Bid and Specifications and (c) your bid (collectively, the "Contract Requirements"). These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of vendor's goods and/or services. By acceptance of the City's purchase order(s), the successful vendor agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

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



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**INVITATION TO BID – *Continued***

**ADDITIONAL PURCHASES**

The City has attempted to list all items for “Roadway Lighting, Street Lighting Poles & Miscellaneous Parts” 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.

Should other traffic signal controllers or related items currently not shown on the bid form, be required during the life of the contract, the City reserves the right to seek verbal bids from only the responsive respondents of this Invitation To Bid, and to make an award of these additional items to the lowest responsive, responsible bidder (s) for the remaining life of this contract.

**EMERGENCY PURCHASES**

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

**QUANTITIES**

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

**PRICES**

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

Any bid that stipulates a reversal of freight charges will be determined a non-responsive bid and will not be considered.

**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.

**STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9**

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

**HOLD HARMLESS AND INDEMNIFICATION**

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

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INVITATION TO BID – *Continued*

**INSURANCE REQUIREMENTS**

**Liability Insurance:** For the duration of this contract and for limits not less stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$2,000,000.00 total with a maximum of \$1,000,000.00 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 the statutory requirements. The City's bid number (24-03) must appear on any/all copies of the certificate of insurance.

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance reports. Bidder is to provide written documentation of the company's rating with their bid. The Contractor may use umbrella or excess liability insurance to achieve the required coverages, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein.

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

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

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

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

**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.

**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.



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NOVEMBER 9, 2023  
ITB: 24-23

INVITATION TO BID – *Continued*

**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.

**GUARANTEE**

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

**SPECIFICATIONS**

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

Alabama Standard Specifications, Latest Edition, including all supplements, are hereby amended as follows:

**SECTION 730 - FURNISHING TRAFFIC CONTROL EQUIPMENT**

**730.01 Description.**

**This Article (730.01) shall be deleted as written and the following substituted thereof:**

**730.01 Description.**

**(a) GENERAL**

This Section shall cover the work of furnishing traffic control equipment in accordance with the provisions of this Section and in accordance with the plans. For the purpose of these Specification traffic control equipment will be classified as operational units or systems in accordance with the following:

Unit – One intersection operating independently of a system.

System- Intersections interconnected and operating in unison.

**(b) DEFINITIONS**

For the definition of equipment, words and terminology used in the furnishing of traffic control equipment, refer to the Manual of Uniform Traffic Control Devices (MUTCD), publications of the Institute of Transportation Engineers (ITE), and the current edition of the Transportation Electrical Equipment Specifications published by the State of California Department of Transportation (Caltrans).

**730.02 Materials.**

**This Article (730.02) shall be amended as written to include the following additional paragraph:**

All traffic control equipment shall be manufactured in accordance with the current edition of the Transportation Electrical Equipment Specifications (TEES), published by the State of California Department of Transportation (Caltrans), dated August 16<sup>th</sup>, 2002.

All equipment shall be complete. In case of conflict, the requirements of the Special Provision shall govern.

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**NOVEMBER 9, 2023  
ITB: 24-23**

**INVITATION TO BID – *Continued***

**SECTION 890- SIGNAL EQUIPMENT, MATERIALS AND SERVICES**

**890.01 General.**

**This Article (890.01) shall be amended by deleting the first paragraph under CODES, PERMITS, AND INSPECTIONS and substitute the following in lieu thereof:**

All installations shall comply with the regulations of the latest edition of the national Electrical Code and the latest edition of the National Electrical Safety Code, and with the service rules of the Utility Company providing the electricity.

**This Article (890.01) shall be further amended by deleting the second paragraph under “MATERIAL AND EQUIPMENT LISTS, SHOP DRAWING AND APPROVAL” and substitute the following in lieu thereof:**

Submissions shall be clear, complete and in quadruplicate. Material and equipment lists shall include catalog cutouts or published data sheets and a completed Material Submittal form as provided by the Engineer. Shop drawings may be submitted on 8½” x 11” letter size sheets or multiples thereof. Unacceptable submittal data will be returned for corrective action. A copy of the approved material and equipment listings along with approved shop drawings will be returned to the Contractor.

**A list of recommended spare parts shall be provided by the Contractor and shall be included with the Material Submittal. This list shall include prices and all necessary ordering data for items such as diagnostic chips, extender boards, adapter, wrap around cables, as well as any and all replacement parts and components. The prices offered shall be good for a minimum of ninety (90) days.**

**This list shall include components for all equipment provided under this Contract and shall include:**

- 170E Controller Unit
- Cabinet without controller
- Cabinet with controller
- Adapter to existing NEMA cabinet foundation

**This Article (890.01) shall be further amended by the addition of the following to the fourth paragraph under “TESTING OF MATERIALS AND EQUIPMENT”:**

**All traffic control equipment shall be manufactured and tested in accordance with Chapter 1 Section 8 of TEES, dated August 16<sup>th</sup>, 2002. The contractor, upon request, shall supply a copy of the test results to the Engineer. One complete cabinet with controller and all components shall be furnished for testing and approval. The Contractor shall arrange and pay for the return of the equipment. Additional cabinets, controllers, and components shall not be shipped prior to the approval of the first cabinet provided for testing. In addition to the equipment requirements stated above, the Model 400 Modem Module and Loop Vehicular Detectors shall meet the requirements above and shall go further to state:**

**Three Model 400 Modem Modules (of the same manufacturer, model, and revision being bid) shall be furnished for testing as stated in the Section “Model 400 Modem Module”, at no cost. At the completion of the testing, the modems shall be returned.**

**Three Model 222 Loop Detector Modules (of the same manufacturer, model, and revision being bid) shall be provided for testing at no cost. At the completion of the testing, the unit shall be returned.**

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**NOVEMBER 9, 2023  
ITB: 24-23**

**INVITATION TO BID – *Continued***

**This Article (890.01) shall be further amended by addition the following paragraph under “AS BUILT DRAWINGS AND OPERATIONAL MANUALS”:**

**Equipment provided under this contract shall include full documentation and shall be supplied by the Contractor to the City of Birmingham.**

Two (2) paper copies and two (2) CD copies each of the following shall accompany the first five (5) units delivered; thereafter two (2) CD copies each per cabinet delivered.

- Controller Operations Manual
- Controller schematic diagrams and parts lists
- Cabinet wiring diagrams
  - Each diagram shall include but not be limited to the following details to be shown, as appropriate for the diagram:
    - All Cables and Harnesses (showing termination points, conductor gauge, and functions)
    - Input Files (Front and Rear Views)
    - Output Files (Front and Rear Views)
    - Police Panel Switches
    - Communications Termination Panel
    - Service Panels
    - Cabinet Lighting and Fan Details
    - Door Open Switches
    - All Surge Protection Devices
    - Red Monitor Board
    - Typical 336 Cabinet – Control & Power Distribution Line to Line Presentation
    - Cabinet Layout
    - PDA #2 Front and Rear View
    - EDI 2010 ECL Conflict Monitor Program Detail
    - EDI 2010 ECL Monitor Channel Assignments
    - Input Panel Detail
    - Sheet Definitions

In addition, full documentation, including schematic diagrams and parts lists, shall be furnished for all other components and items provided under this Contract.

**890.02 Controllers.**

**This Article (890.02) shall be deleted as written and the following substituted in lieu thereof:**

**890.03 Controllers.**

**GENERAL.**

A controller shall consist of a complete electrical mechanism for controlling the operations of traffic control signal, including timing mechanism and all necessary auxiliary equipment, mounted in a cabinet. The equipment shall include, but not limited to, 170E controller unit with Pedestrian features and time base coordination, Model 336S Cabinet, Model EDI 2010 ECL conflict Monitor or equal, and any other equipment for a fully functional controller. The following requirements apply to controllers to be furnished for use in the City of Birmingham’s Centralized Traffic Signal Control System.

**CITY OF BIRMINGHAM-PURCHASING DIVISION  
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**NOVEMBER 9, 2023  
ITB: 24-23**

**INVITATION TO BID – *Continued***

**1. CABINET REQUIREMENTS.**

**(a) GENERAL.**

The controller unit and associated equipment shall be furnished completely housed in a Model 336S (Stretch) Cabinet. The Model 336S cabinet shall be based upon the Model 336A cabinet, in conformance as stated in Article 730.02 Materials of this special provision with the addition of an extended vertical cabinet dimension and the following amendments to the TEES.

The Contractor shall coordinate the assignments of cabinet wiring and terminations as specified in these provisions with the developer of the local traffic controller software for this project. The existing software traffic software package is McCain EX. It shall be the responsibility of the contractor to ensure compatibility between the requirements of this specification and the software being used for the Birmingham system. The City of Birmingham shall furnish the software for this contract. It shall be the responsibility of the contractor to install the software at the direction of the City of Birmingham.

**(1) Cabinet Dimensions**

The 336S cabinet dimensions shall be approximately 1168 mm high x 616 mm wide x 514 mm deep (46" high x 24.25" wide x 20.25" deep). The interior rack assembly and all other components affected by the increased height of the cabinet enclosure shall be modified as required to provide the full functionality defined in the specifications for the standard Model 336A cabinet. The arrangement of components shall be in accordance with Figure 1 and Picture 1. As much space, as possible (with a minimum of 20 cm (7.8") vertical clearance shall be left in the bottom center of the cabinet for conduit entry.

**(2) Interior Lighting & Fuses**

There shall be two 457 mm (18-inch) fluorescent cabinet light fixtures installed in each cabinet at the top of the rack assembly, positioned so that the fixtures best illuminate the controls and terminals of the cabinet equipment. A protective shield to prevent accidental contact with the lamp tubes or the electrical wiring shall be provided for each fixture. Appropriately sized and rated fuses for the fixtures shall be provided. The lights shall be wired so that both are illuminated when either cabinet door is opened. All fuses shall be cabinet mounted. No inline fuses shall be allowed.

**(3) Cabinet Door Open Switches**

A bracket with one or more momentary contact, push button type switches shall be provided at the top right of the front cabinet door for the following functions:

- Provide a "Door Open" signal, when the door is open, wired within the cabinet to provide an input on the appropriate input of the controller unit.
- Cause the intersection to revert to flashing operation if the door is closed without a conflict monitor installed.
- Illuminate the LED light fixtures when the door is open.

A bracket with one or more momentary contact, push button type switches shall be provided at the top left of the rear cabinet door for the following functions:

- To illuminate LED light fixtures when the door is open.
- To provide a "Door Open" signal, when the door is open, wired within the cabinet to provide an input on the appropriate input of the controller unit.
- All door switches shall be clearly labeled as to their function. See Picture 3, 4, & 5.

**(4) Absence of Red Monitoring Circuitry**

Each cabinet shall be provided with the necessary circuitry and harnesses to provide Absence of Red monitoring through the use of a modified Model 2010 ECL Monitor Unit or equal.

An Absence of Red Programming assembly shall be incorporated into the Output File.

**CITY OF BIRMINGHAM-PURCHASING DIVISION  
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**NOVEMBER 9, 2023  
ITB: 24-23**

**INVITATION TO BID – *Continued***

There shall be a minimum of twelve easily accessible jumper plug attachment areas made of three male pins per position, one for each conflict monitor channel for each switchpack.

Jumper plugs for all positions shall be provided. Each jumper plug shall be a three position Molex type connector using crimped wire pins. There shall be installed in each jumper plug two female pin receptacles, one in the center position and one in an outer position, connected by a single insulated jumper wire. It shall be possible, by inserting and positioning each of the jumper plugs, to apply 120 VAC into each of the vehicular red signal inputs of the Model 2010 ECL Monitor Unit or equal via the Absence of Red monitoring connector.

The Absence of Red programming assembly shall be supplied with all jumper plugs installed so that channels 1 through 8 are programmed to allow actual red monitoring, while channels 9 through 12 are programmed to apply 120 VAC directly to the monitor.

In addition, there shall be furnished within each cabinet a Red Enable disconnect delay which controls the 120 VAC red enable signal into the 2010 ECL Model Monitor Unit or equal. During normal operation, the normally closed contacts of this relay shall supply 120 VAC into the Red Enable input of the monitor. When the controller program initiates a flashing output via the switchpack drivers, this Red Enable disconnect relay shall be energized and the 120 VAC shall be removed from the Red Enable input.

**(5) AC Line Voltage Surge Protection**

A hybrid type power line surge protection device, such as the EDCO Surrestor SHA-1210, or equal, shall be furnished in each controller cabinet. The protector shall be installed between the applied line voltage and earth ground. The surge protector shall be capable of reducing the effects of transient voltages applied to the AC line. The protector shall be mounted inside the PDA #2 (Power Distribution Assembly).

**(6) Ventilation**

The fan fuse shall be labeled. See Picture 3 & 4. Filters used within the cabinet shall be washable for continuous use. See Picture 11.

**(7) Police Panel**

In addition to the On-Off and Flash-Automatic witches defined in the Caltrans specifications, each cabinet shall be provided with a Manual Police Push Button and Manual/Auto switch, mounted within the Police Panel. The push button shall be a jack mounted type with a coiled rubber cord at least 1.2 m (4 feet) in length when extended. The switch shall be wired within the cabinet such that, when placed in the Manual position, "Advance Enable" shall be applied to the controller. The Advance Enable input shall cause the controller software to place Minimum Recall and Hold on all phases and Pedestrian Recall on all phases with pedestrian features activated. Activation of the push button shall apply an input to the "Advance" input of the controller, which shall advance the controller to the next interval, with advancement prohibited in the pedestrian clearance, yellow change, and red clearance timing intervals. The push button circuit shall be designed such that the Manual/Auto switch must be in the Manual position for the push button input to be received by the controller unit. The cover over the police panel, on the inside of the cabinet, shall be aluminum and protect the police panel on all sides.

A voice phone jack, (GC #30-9700; 6C modular flush wall jack or equal) shall be mounted within the police panel.

On cabinets designed for twisted pair communications, the jack shall be connected by a two conductor twisted pair cable to the voice pair terminations on the communications panel.

On cabinets designed for fiber optic communications, the jack shall be connected to a two conductor twisted pair cable. The cable shall be at least 600 millimeters (24 inches) in length and shall be coiled and secured for future use.

All switches and the voice jack shall be clearly and permanently labeled. See Picture 10.

**CITY OF BIRMINGHAM-PURCHASING DIVISION  
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**NOVEMBER 9, 2023  
ITB: 24-23**

**INVITATION TO BID – *Continued***

**(8) Storage Shelf**

An aluminum shelf storage compartment shall be provided in the rack below the Input File. The maximum vertical dimension shall be approximately 44.5 mm (1.75 inches). The storage compartment will have telescoping drawer guides for full extension and a hinged lid for access to a document storage area. The compartment top shall have a non-slip plastic laminate attached. The shelf storage compartment shall easily retract into the rack and shall not lock or catch in the extended position. Included in, or immediately adjacent to, the storage shelf assembly, and easily accessible from the front of the cabinet shall be a connector (and harness) providing an extension of the controller unit's C40 connector, allowing the connection of the Controller Data Transfer and Storage Device (notebook computer) when placed on the storage shelf.

**(9) Equipment Configuration and Inventory**

Each Model 336S cabinet shall be provided with the following:

- Two (2), Model 204 solid-state flashers.
- One (1) Model 252 AC isolators.
- One (1) Model 242 DC isolators.
- Six (6) Model 200 solid-state switchpacks.
- Four (4) Model 430 flash transfer relays.
- Four (4) Model 222 two (2) channel loop detector sensor units.

**(10) Input File**

Each cabinet shall have a surge protection device panel located on the Input file as shown in Figure 2 and Picture 8 & 9. This panel shall be hinged so as to fold down for access to the back of the Input File.

This panel shall include the following surge protection devices:

- Sixteen (16) EDC SRA-6LC, or equal, surge protectors for the Model 222 vehicle loop detectors. **These shall be wired according to Figure 2.**
- Four (4) EDCO SRA64-030N, or equal, surge protectors for the Model 242 DC Isolator. **These shall be wired according to Figure 2.**

**(11) Output File**

The output file, including the conflict monitor slot assembly, shall be hard-wired, without the use of printed circuit boards, with the exception of the Absence of Red programming card. Each cabinet shall have thirty-six (36) HS4 150L20 MOVs, or equal, surge protectors wired to protect each circuit of each switchpack. These shall be mounted on the inside of the panel. The rear panel of the output file shall be hinged to allow it to swing down for access to the surge protectors.

All output field terminals shall be labeled by both phase and function.

**(12) Special Wiring**

Detector Reset output shall be generated by the controller on the appropriate controller unit output and shall be wired within the cabinet for proper operation.

**(13) Flashing Operation Wiring**

The cabinet wiring shall be configured to provide for the simultaneous flashing of all indications on any approach; outputs for phases 1, 2, 5, and 6 shall be on flash circuit one (1), and outputs for phases 3, 4, 7, and 8 shall be on flash circuit two (2). The Flash Transfer Relay sockets shall mate with Midtex type 136-62T3A3, 115 VAC relays.

The programming of flash color shall be accomplished by color coded Molex connectors. The Molex connectors shall be located in numerical phase order, with phase one on the right as viewed from the rear of the cabinet, and shall be clearly labeled as to phase designation. See Picture 12.



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**NOVEMBER 9, 2023  
ITB: 24-23**

**INVITATION TO BID – *Continued***

**(14) Cabinet Mounting Hardware**

The cabinets provided under this Contract shall be adaptable to pole-mounting, base mounting utilizing an adapter to existing NEMA cabinet foundations, and base mounting on new foundations designed for the cabinet. Each 336S cabinet shall be provided with pole mounting brackets, a bottom plate, and a bolt pattern that will allow maximum flexibility of mounting options given the different applications required. The pole mounting brackets shall be manufactured of aluminum or zinc plated steel in the shape and dimensions shown in Figure 3.

The cabinet bolt pattern and stiffener brackets shall be as shown in Figure 4. These stiffener brackets shall be on both sides of each cabinet. Each cabinet shall be furnished with a 127 mm wide x 162 mm high x 4.78 mm thick (5.0"W x 6.375"H x 0.188"T) bearing plate with the same bolt pattern as the pole stiffener bracket for vertical mounting.

The service panel and input panel shall be 380 mm (15 inches) high and mounted between the two stiffener brackets. This will allow access to the bolt holes located in the stiffener brackets without having to remove the rack assembly.

**Note for Items (15) & (16):** A separate bid price shall be provided for cabinets designed for Twisted Pair Communications and for cabinets designed for Fiber Optic Communications. The bid for both a Twisted Pair Communications Cabinet with 170 Controller and a Fiber Optic Communications Cabinet with 170 Controller shall be awarded to the same company. The award of the bid shall be based on the combined price for one cabinet designed for Twisted Pair communications and one cabinet designed for Fiber Optic Communications.

**(15) Twisted Pair Communications Panel**

Each Model 336S Cabinet destined for use on the twisted pair cable network shall be provided with a Communications Termination Panel, which provides a mounting location for communications cable termination blocks, over-voltage protection devices, and the termination points for the C2P harness and connector. See Figure 5. A shielded, multi-conductor cable assembly shall be provided within the cabinet for interconnecting the Communications Termination Panel with the C-2 connector of the Model 170E controller unit.

The panel shall be fabricated from 3.18 mm (0.125 inch) sheet aluminum and shall have the dimensions shown in Figure 5. The panel shall be drilled and tapped as necessary to mount the terminal blocks and other attachments described below as well as to mount the panel to the EIA rack within the cabinet. Sharp edges or burrs caused by the cutting or drilling process shall be removed. Corners shall be rounded with a 19 mm (0.75 inch) radius. The panel shall be mounted in the right rear of the cabinet (left side of the cabinet when viewed from the rear door). The panel shall be labeled at the top part of the terminal strips.

The Communications Cable Terminal Blocks (CTB-1) shall be quick-connected blocks consisting of 25 horizontal rows of six (6) clips per row, mounted in a molded self-extinguishing plastic case. These blocks, commonly referred to "66B Type" blocks, shall terminate 12 pairs of 20 through 24 AWG solid unstripped conductors. The blocks shall be equipped with integral fanning strips and an enclosed back to prevent grounding of clips to the panel. The block shall be mounted on the panel as shown in Figure 5.

The Active Pairs Termination Block (CTB-2) shall be a six position, dual screw, closed back barrier strip mounted on the Communications Termination Panel, as shown in Figure 5. The strip shall be rated at 15 amperes and shall be provided with 6 each 32 x ¼ inch nickel plated brass binder head screws.

And EDCO type PC 642C-200 suppressor (or equal) with mounting socket and a wiring harness to controller cabinet voice/phone jack shall be provided and mounted on the communications panel as shown in Figure 5.

An EDCO type PC 642C-008D suppressor or (equal) with mounting socket and C2 harness to controller data line inputs (transmit and receive) shall be provided and mounted on the communications panel as shown in Figure 5.

**CITY OF BIRMINGHAM-PURCHASING DIVISION  
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**NOVEMBER 9, 2023  
ITB: 24-23**

**INVITATION TO BID – *Continued***

**(16)Fiber Optic Communications Panel**

Each Model 336S cabinet destined for use on the fiber optic communications network shall be provided with a fiber optic communications panel, which provides a mounting location for the Fiber Optic Transceiver and its related devices. The mounting location and the manner in which the panel is mounted shall be submitted to and approved by the City of Birmingham Traffic Engineer prior to manufacture of the units.

A shielded, multi-conductor cable assembly shall be provided within the cabinet for interconnecting the RS-232 port of the Fiber Optic Transceiver with the C-2 connector of the Model 170E controller unit.

A fiber optic patch panel for terminating a six-fiber (Single Mode) drop cable with ST type connectors shall be provided within the cabinet. The size of the patch panel and the installation location shall be proposed by the manufacturer and shall conform to these special provisions. The construction and testing of the fiber optic patch panel shall comply with all applicable Electronic Industry Standards (EIA/TIA), International Telegraph and Telephone Consultative Committee (CCOTT), ANSI, ASTM standards and FDDI specifications.

The patch panel shall consist of six Single Mode ST/ST couplers mounted on a flange, and shall be equipped with strain relief for the fiber optic cable. Four (4) jumper cables (also called patch cables) shall be provided and be compatible with single mode optical fiber. The length of the cable and the type of connectors on the patch cables shall be submitted to the approved by the City of Birmingham Traffic Engineer prior to shipment.

**(17)Power Distribution Assembly**

**The PDA #2 shall be in conformance with Article 730.02 Materials of this Special Provision. Chapter 3 of the TEES shall be amended as written to include the following paragraph:**

All cabinets shall be supplied with the most current PDA #2 Power Distribution Assembly. No printed circuit boards shall be utilized in this assembly with the exception of the Red-Enable program board. The AC Line Voltage lightning suppressor (EDCO SHA-1210) shall be located in PDA #2. The Equipment Line Out shall provide power to the controller, 24 VDC power supply, input file and conflict monitor through shielded cable or twisted pair to the units AC plus and AC minus inputs. Each Service Breakers on the PDA #2 shall be labeled as to the function of the switchpack that it is providing protection for as shown in Figure 11 and Picture 7.

**(18)Electric Service Panel**

**The Electric Service Panel shall be in conformance with Article 730.02, Materials, of this Special Provision. The electric service terminal block (TBS) shall be mounted a minimum of 280 mm (11 inches) above the bottom of the cabinet. TB-1, TB-2, and TB-3 shall be labeled at the top part of the terminal strip. The (black) 120 VAC line shall be the outer most wire. The (white) Neutral line shall be the middle wire. The (copper) GND line shall be the inner most wire.**

The unit shall have one AC Red Enable input and three DC Preemption inputs through the Red Interface Cable to disable special functions of Red, Simultaneous Inputs Within a channel, and Sequence monitoring.

If a reset command is received from either the front panel control or the External Reset input for a continuous duration of more than 120 seconds, the unit shall ignore the reset command and begin normal monitoring functions. During the reset period, all display indicators shall be illuminated.

All critical timing functions shall be accomplished by digital methods and shall utilize either the power line frequency or a quartz crystal based timer. All monitoring functions except Conflict monitoring shall have a dedicated timer unique to each channel being monitored.

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**NOVEMBER 9, 2023  
ITB: 24-23**

**INVITATION TO BID – *Continued***

The minimum display indicators required are as follows:

- Triggering of the Conflict monitoring portion of the unit.
- Triggering of the Absence of Red monitoring portion of the input.
- Triggering of the Sequence monitoring portion of the unit.
- Triggering of the Simultaneous Inputs In A Channel monitoring portion of the unit.
- Triggering of the Controller Watchdog monitoring portion of the unit. If the Controller Watchdog “muzzle” switch is enabled the indicator shall flash.
- Triggering of the +24VDC monitoring portion of the unit.
- Triggering of the Program Card monitoring portion or of the internal watchdog portion of the unit.
- Triggering of the AC Supply monitoring portion of the unit.
- Unit shall be programmable from IBM compatible lat-top or diode and enhanced cards.
- Unit shall be capable of storing at least 100 events.
- The unit shall have three indicators per channel which displays the following:
  - An active green, yellow, and red input on that channel during normal system operation. The channel indicator display shall latch when the Conflict monitoring portion of the unit triggers. If Red, Simultaneous Input, Sequence or conflict monitoring condition should occur which triggers the unit, only the channel indicator(s) in which the faulty display was present shall illuminate. Alphanumeric display for event information including time, date, temperature, and line voltage.

An AC+ power indicator shall be illuminated when AC+ line voltage is above 98V RMS and shall flash when AC+ power is below 93V RMS.

All units shall have a RS-485 jack on the front. All units supplied shall have a diode and enhanced card (if applicable) provided.

Each unit shall revert back to a standard 2010 ECL Monitor when the red cable (P20) is disconnected.

**(1) Controller Adapter Unit**

The controller adapter unit shall be bid as a separate bid item and will not be used in conjunction with the controller and cabinet bid to determine the lowest responsible bidder. See Figure 7 for the dimensions of the controller adapter unit. The adapter unit is used when replacing a NEMA controller cabinet with a 336S cabinet, on a pre-existing concrete pad.

**890.03 Detectors and Associate Equipment**

(c) TWO CHANNEL LOOP VEHICULAR DETECTORS.

**This Subarticle (890.03(c)) shall be amended by deleting subarticle (c) as written and the following substituted in lieu thereof:**

(c) TWO CHANNEL LOOP VEHICULAR DETECTORS.

**Two channel loop detectors shall conform to the requirements for the Model 222 Two-Channel Loop Detector Sensor Units as specified in Article 730.02 Materials.**

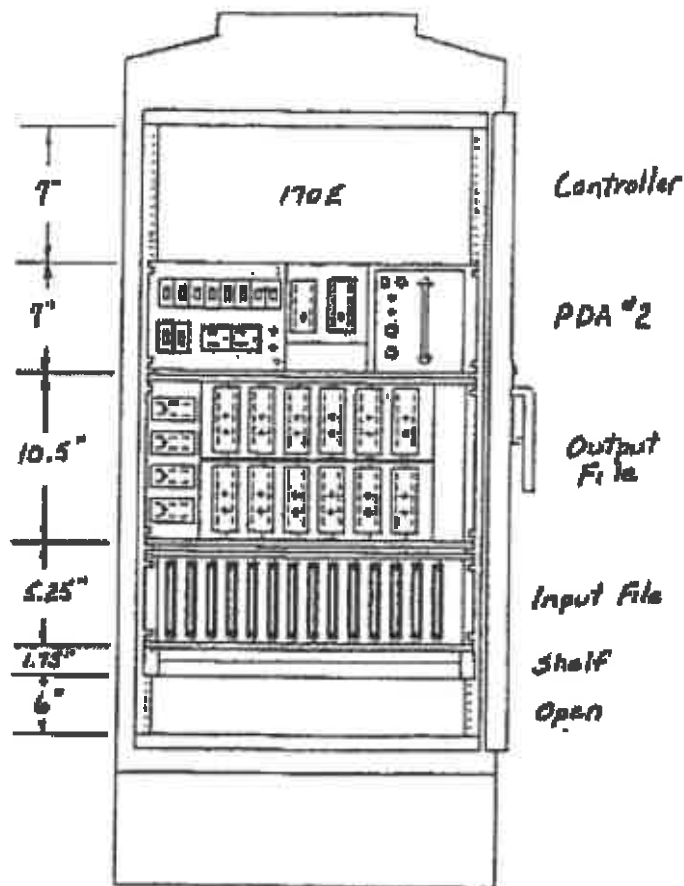
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INVITATION TO BID - *Continued*

FIGURE 1  
TYPE 336S CABINET



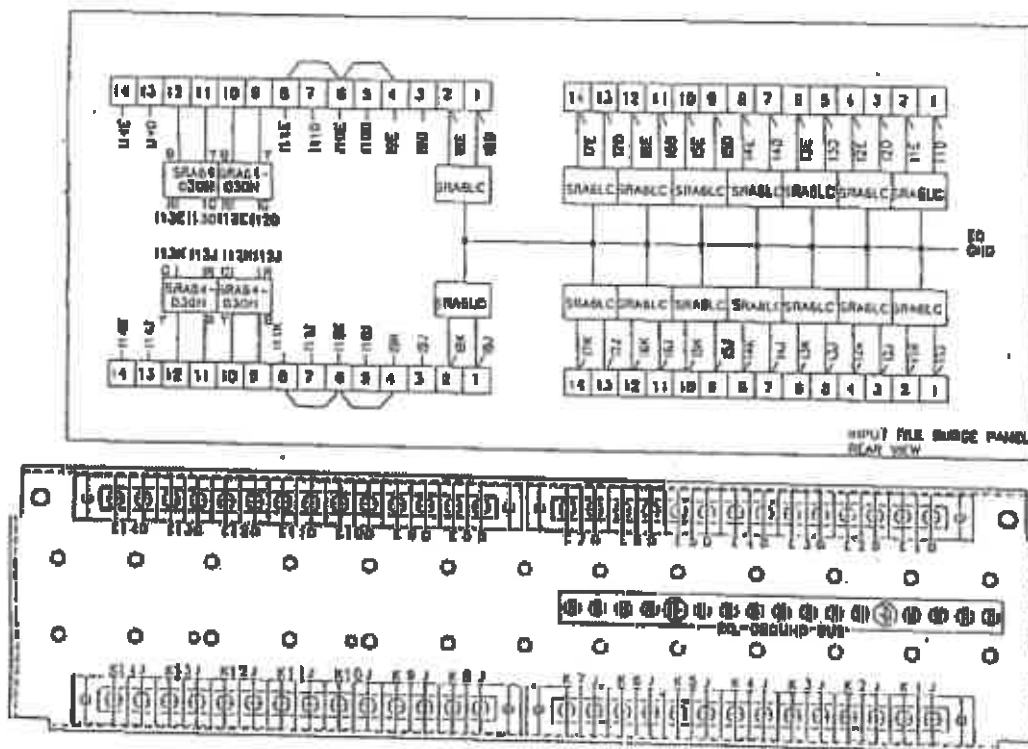
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INVITATION TO BID – *Continued*

**FIGURE 2**  
**INPUT FILE SURGE PROTECTION PANEL**



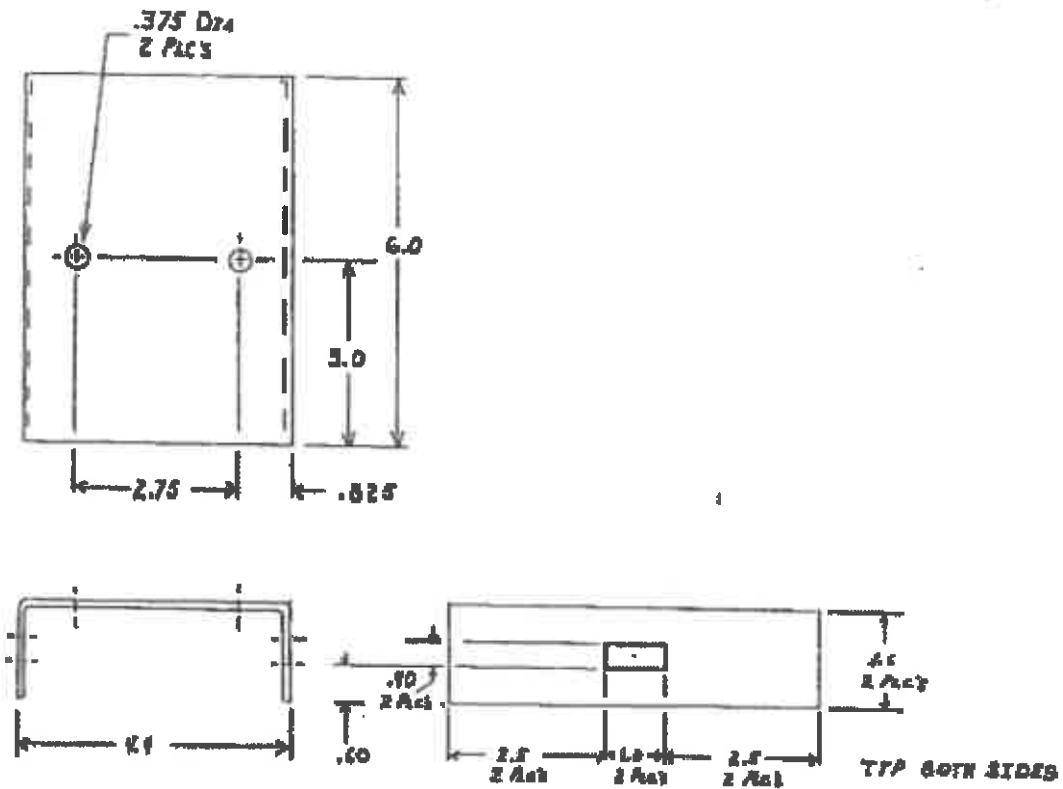
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**ITB: 24-23**

**INVITATION TO BID – Continued**

**FIGURE 3**  
**CABINET POLE MOUNTING BRACKETS**







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ITB: 24-23

INVITATION TO BID – *Continued*

FIGURE 5  
COMMUNICATIONS TERMINATION PANEL / TWISTED PAIR

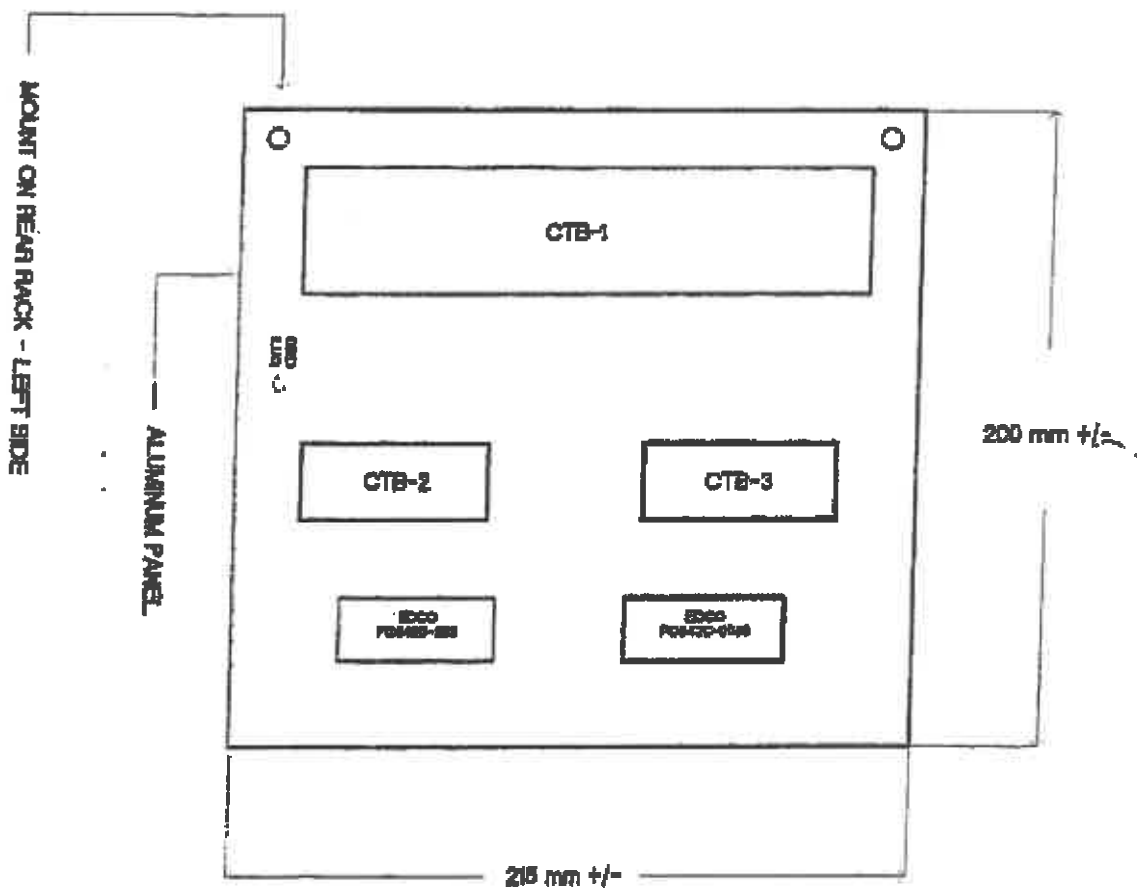


FIGURE 6 – INTENTIONALLY OMITTED

FIGURE 7 – INTENTIONALLY OMITTED

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INVITATION TO BID – *Continued*

FIGURE 8  
TYPE 170E CONTROLLER UNIT

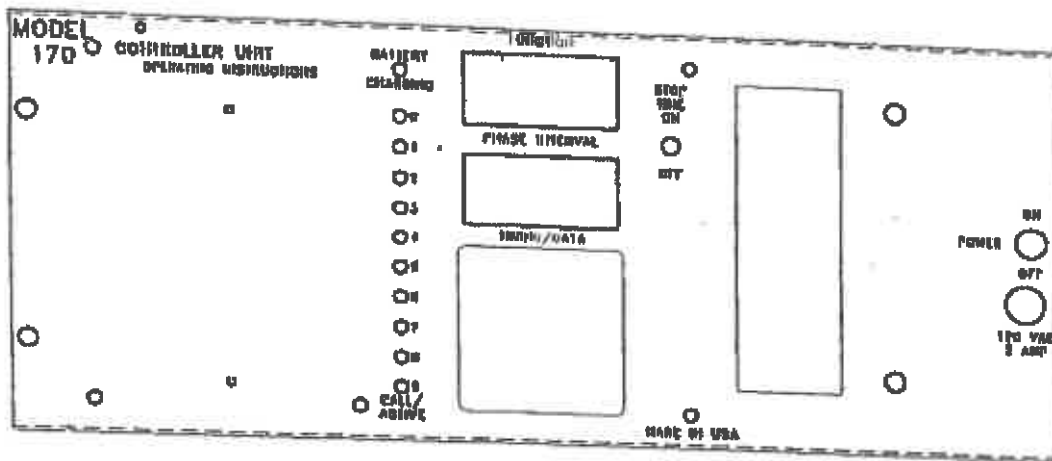


FIGURE 9 – INTENTIONALLY OMITTED

FIGURE 10 – INTENTIONALLY OMITTED

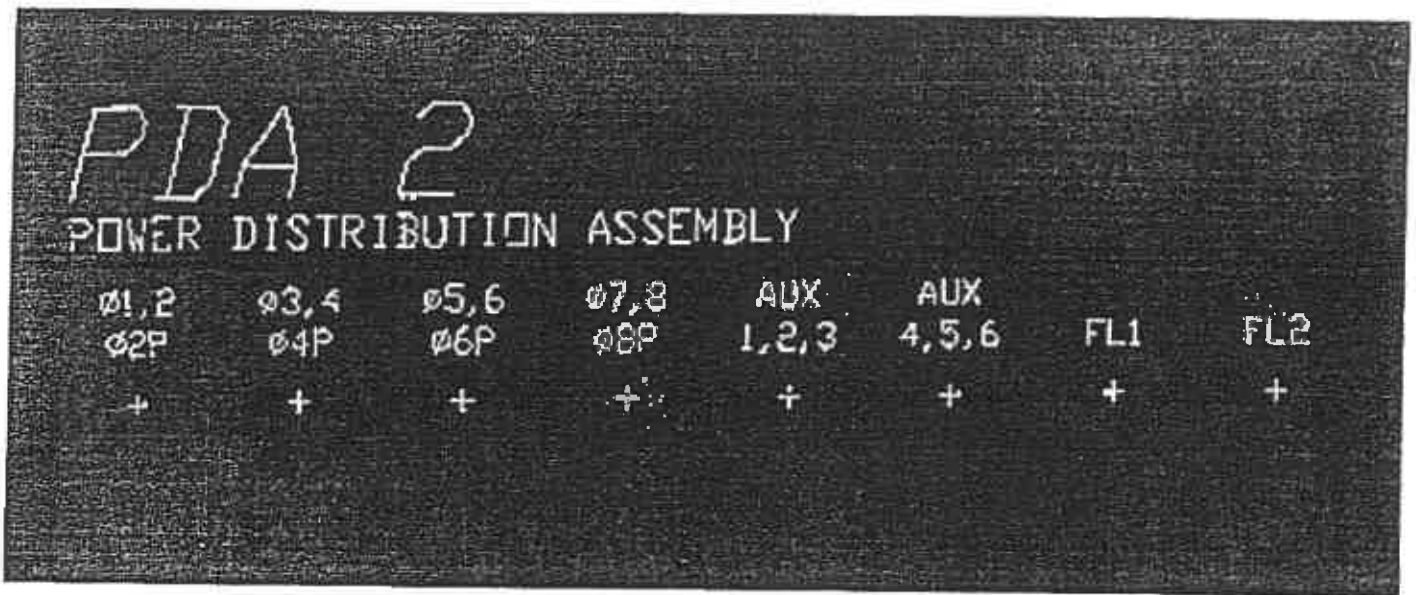
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INVITATION TO BID – *Continued*

FIGURE 11  
POWER DISTRIBUTION ASSEMBLY



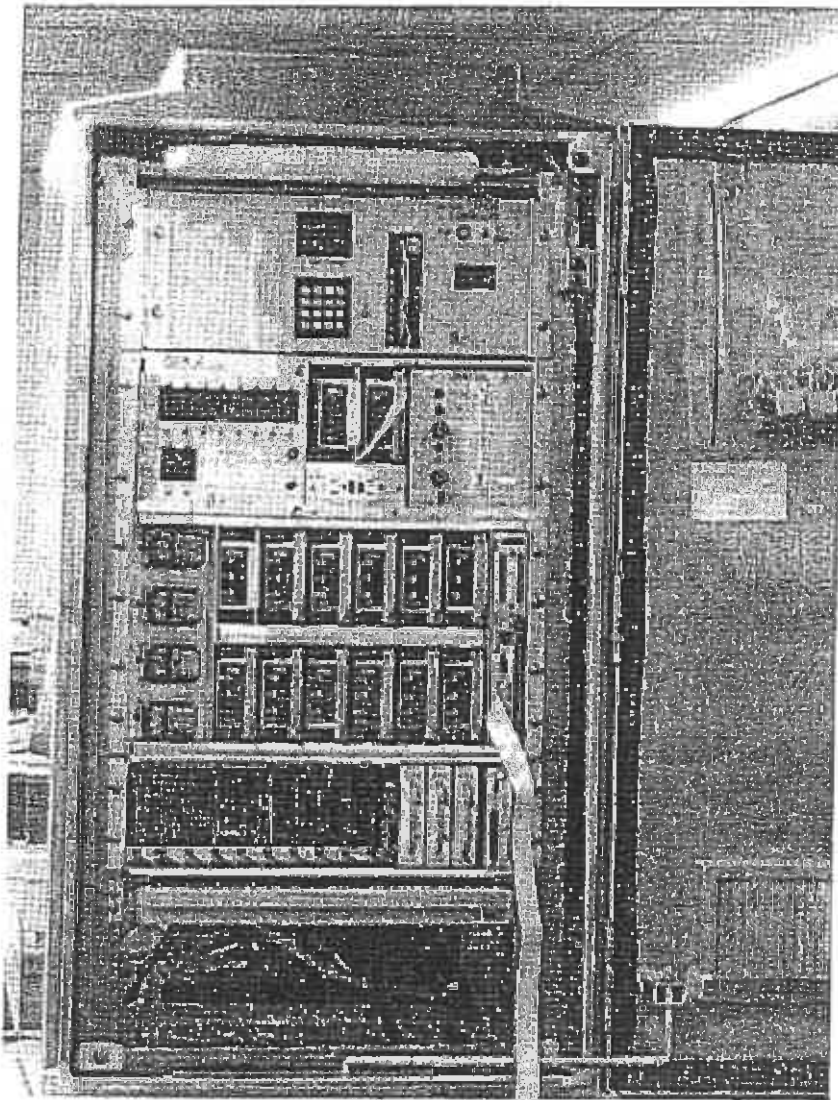
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ITB: 24-23

INVITATION TO BID – *Continued*

PICTURE 1  
FRONT OF CABINET



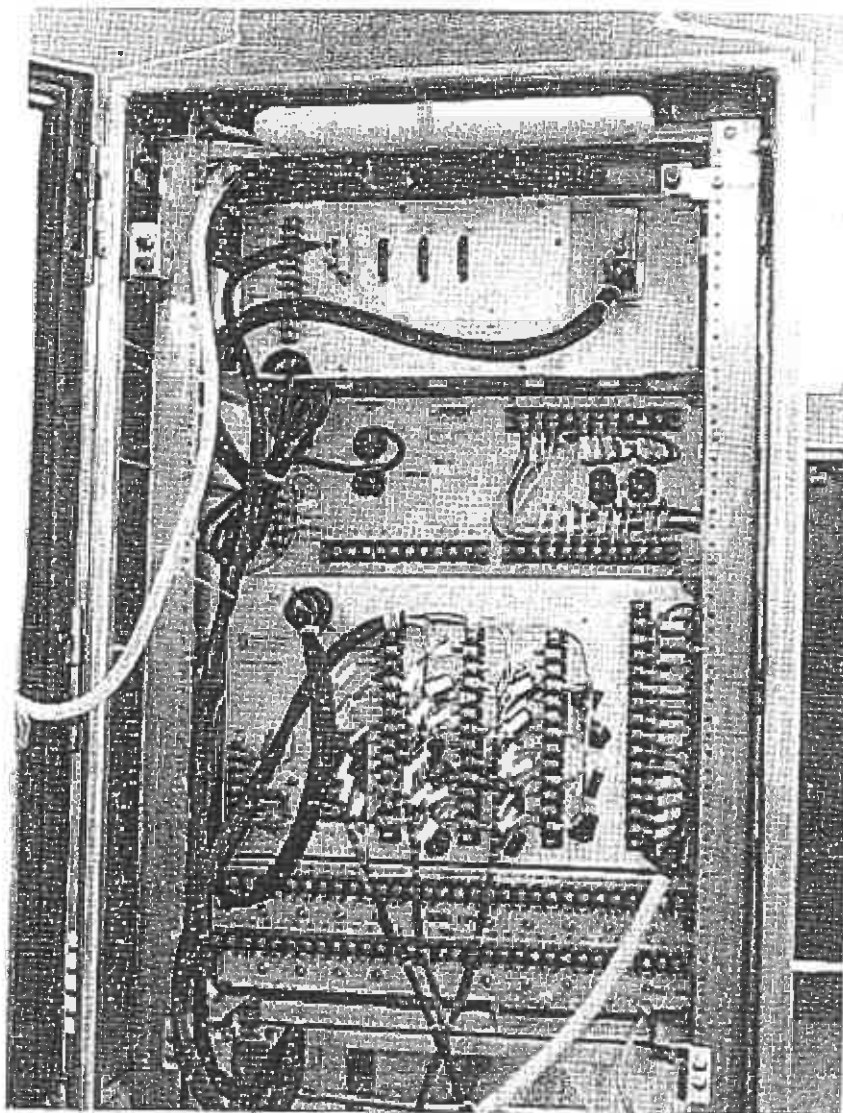
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ITB: 24-23**

**INVITATION TO BID – *Continued***

**PICTURE 2  
BACK OF CABINET**





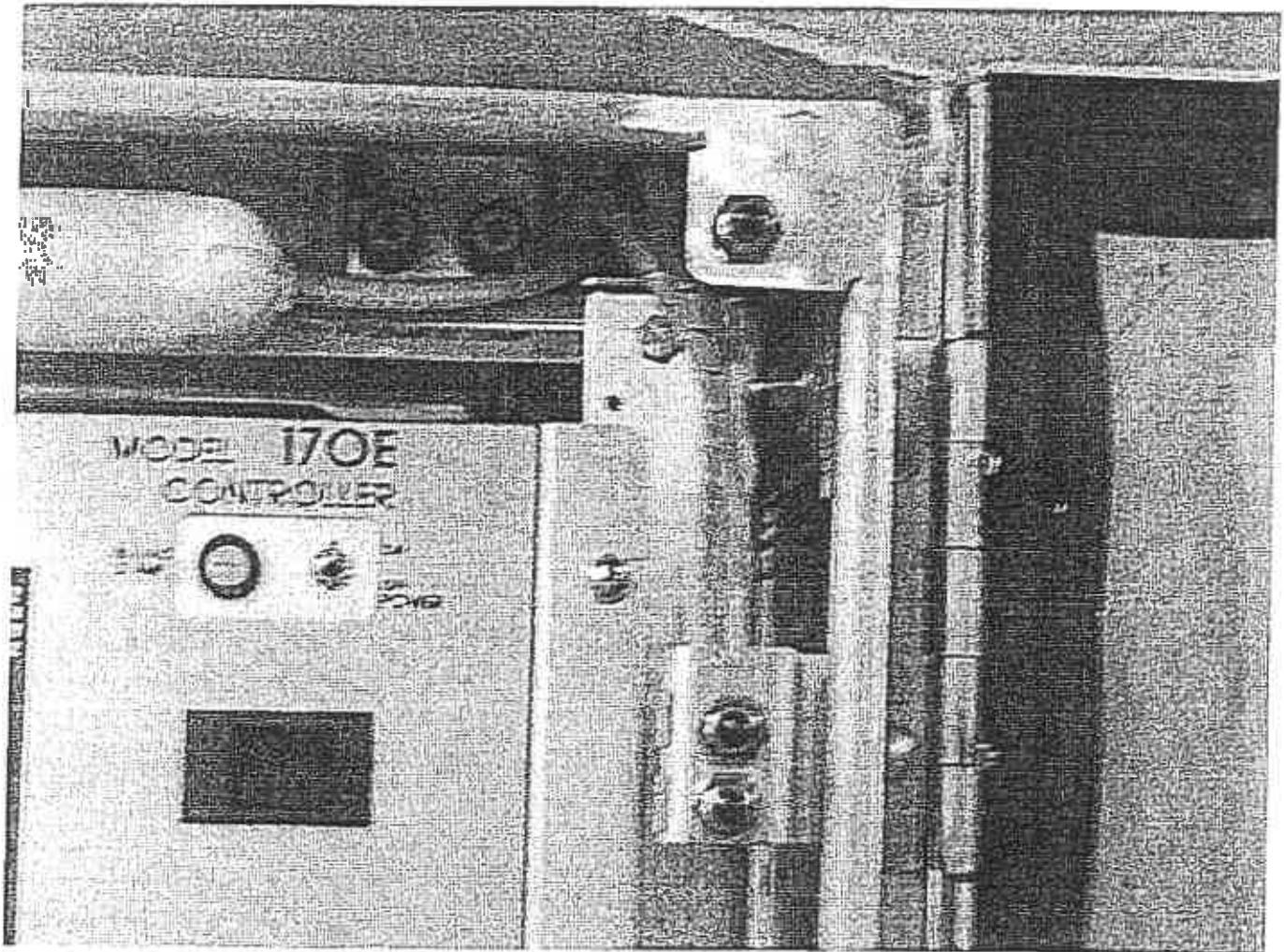
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**INVITATION TO BID – *Continued***

**PICTURE 3  
FRONT FUSE AND SWITCHES**



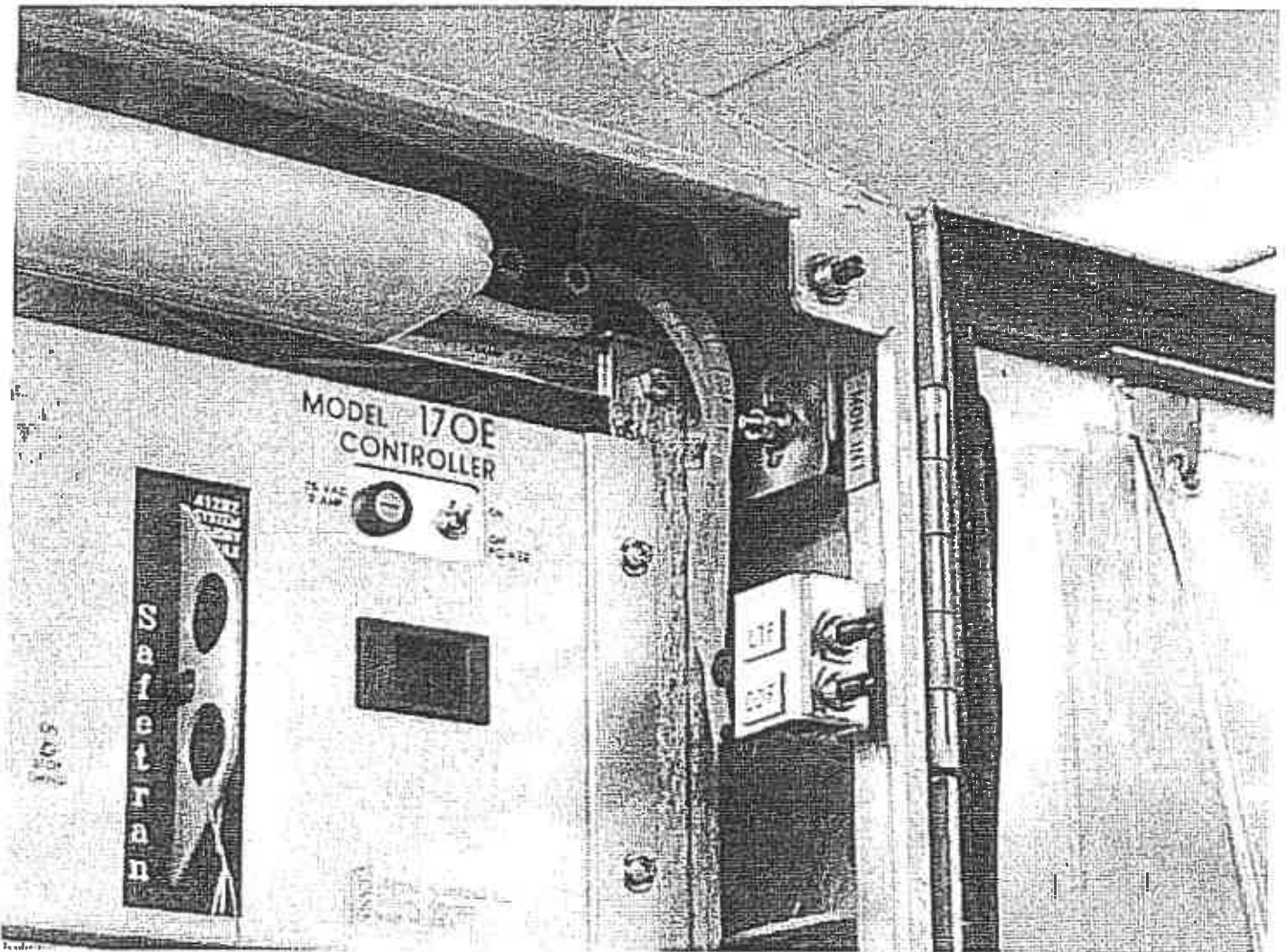
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ITB: 24-23

INVITATION TO BID – *Continued*

PICTURE 4  
FRONT FUSE AND SWITCHES



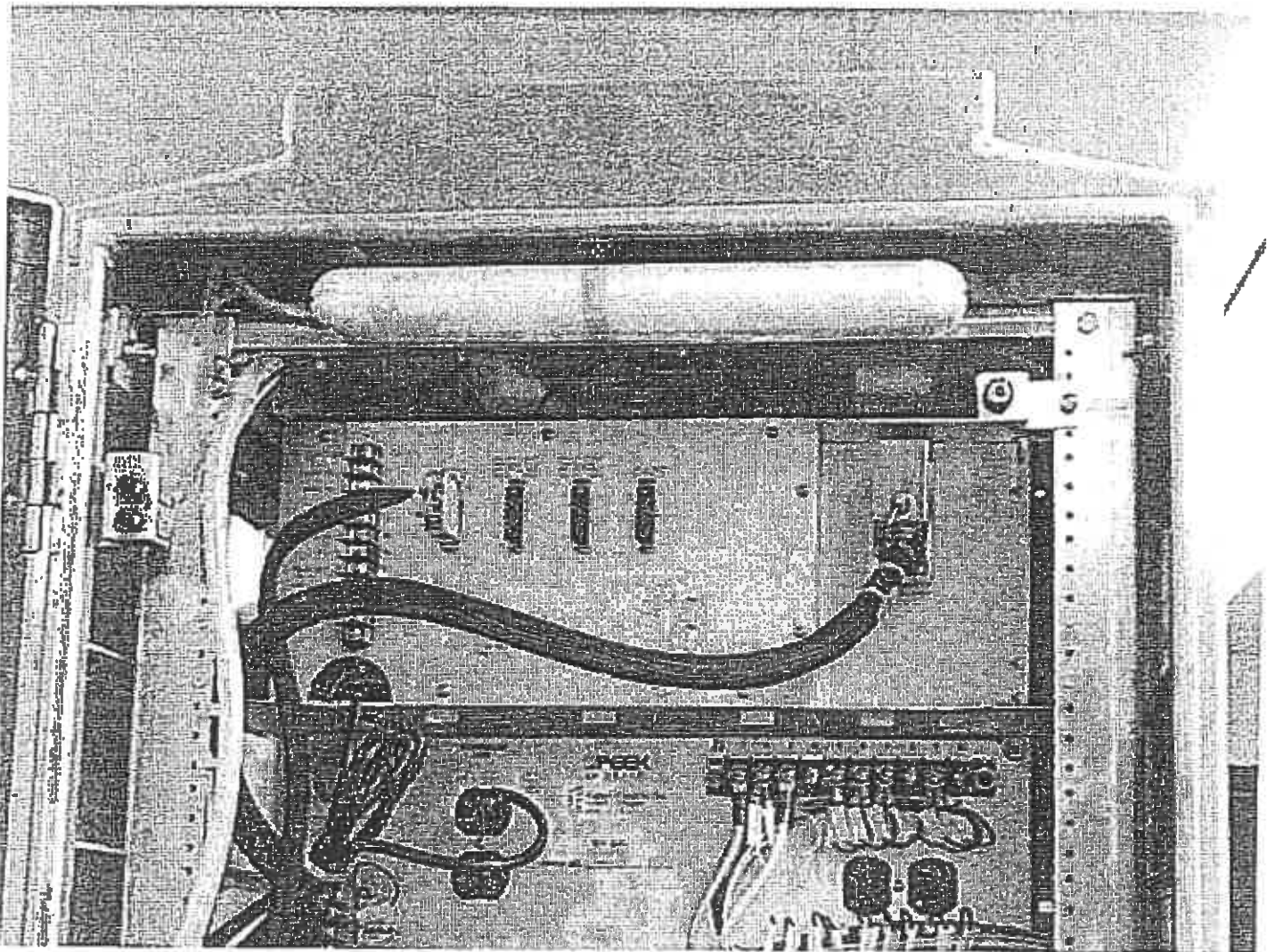
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**NOVEMBER 9, 2023  
ITB: 24-23**

**INVITATION TO BID – *Continued***

**PICTURE 5  
BACK FUSE AND SWITCHES**



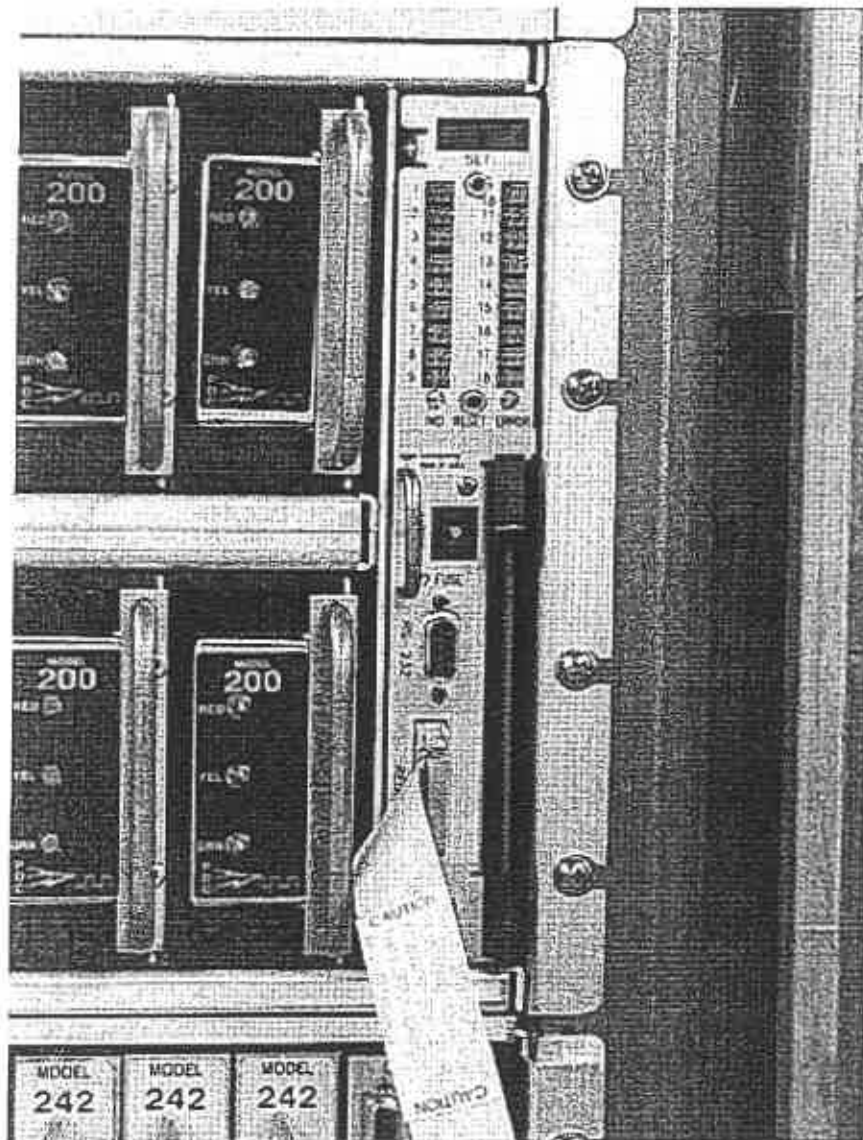
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INVITATION TO BID – *Continued*

PICTURE 6  
CONFLICT MONITOR





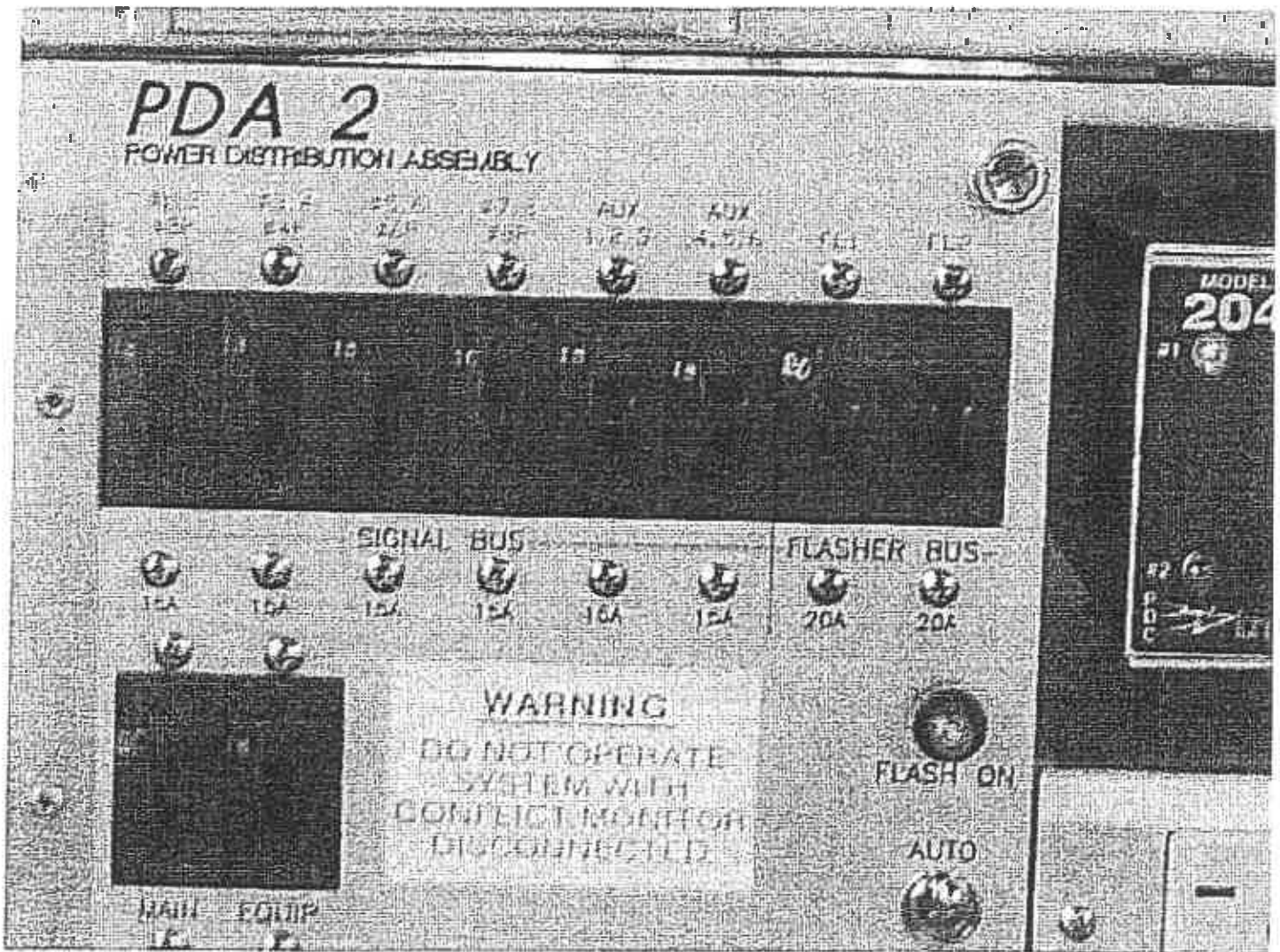
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INVITATION TO BID – *Continued*

PICTURE 7  
PDA2



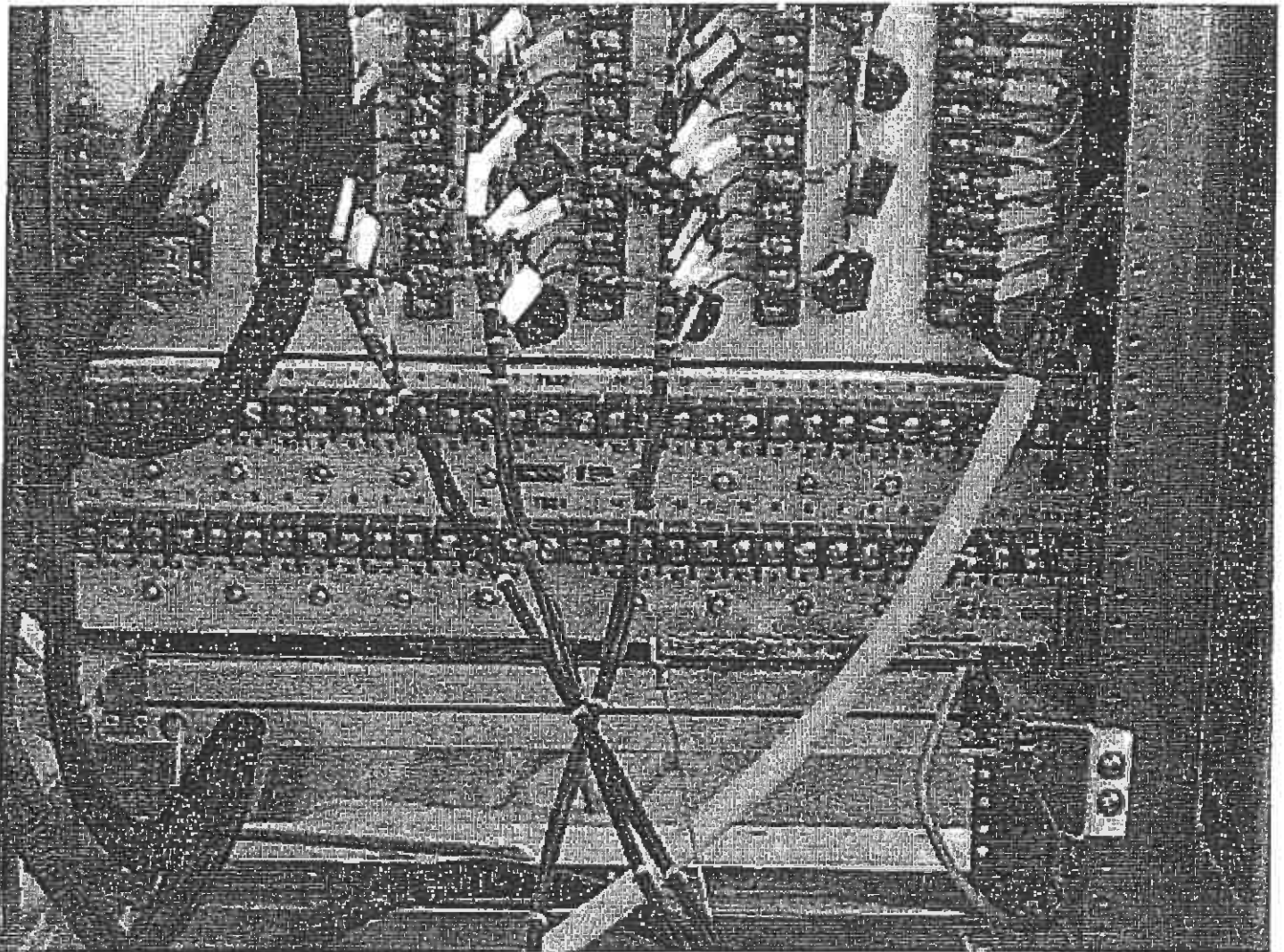
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ITB: 24-23**

**INVITATION TO BID – *Continued***

**PICTURE 8  
LIGHTING PROTECTION PANEL**



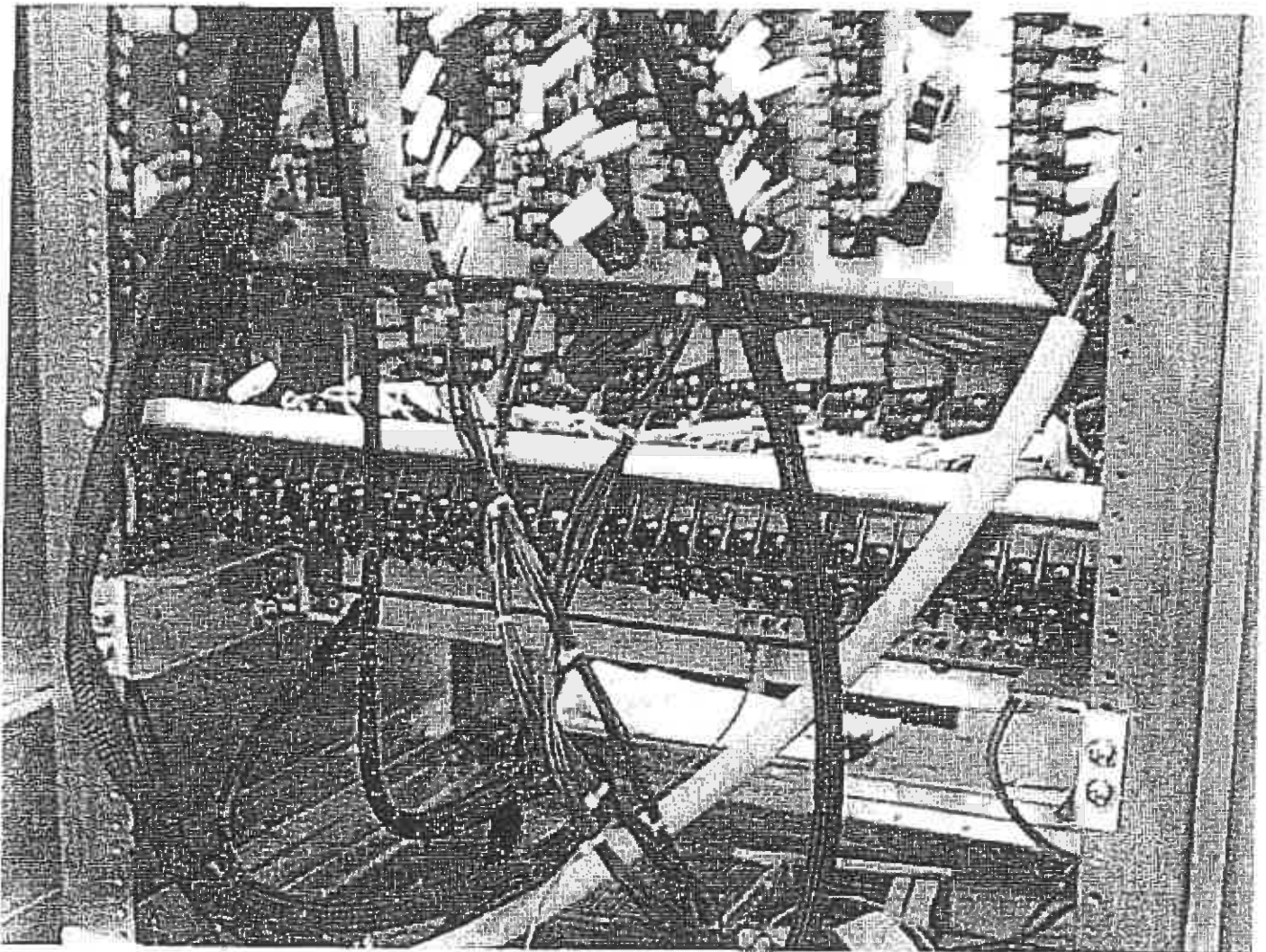
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**INVITATION TO BID – *Continued***

**PICTURE 9  
LIGHTING PROTECTION PANEL FLIPPED DOWN**





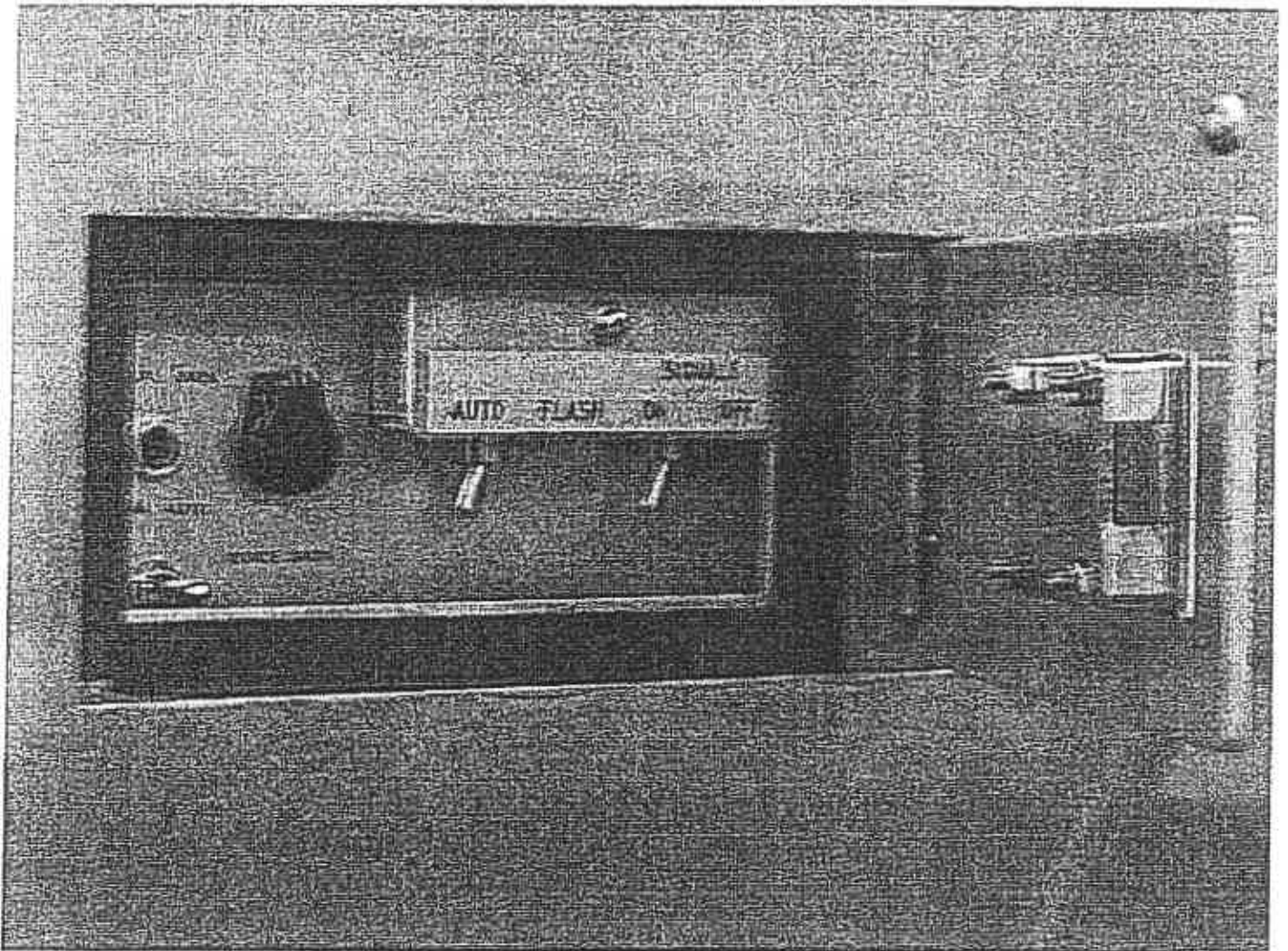
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**INVITATION TO BID – *Continued***

**PICTURE 10  
POLICE PANEL WITH VOICE JACK**





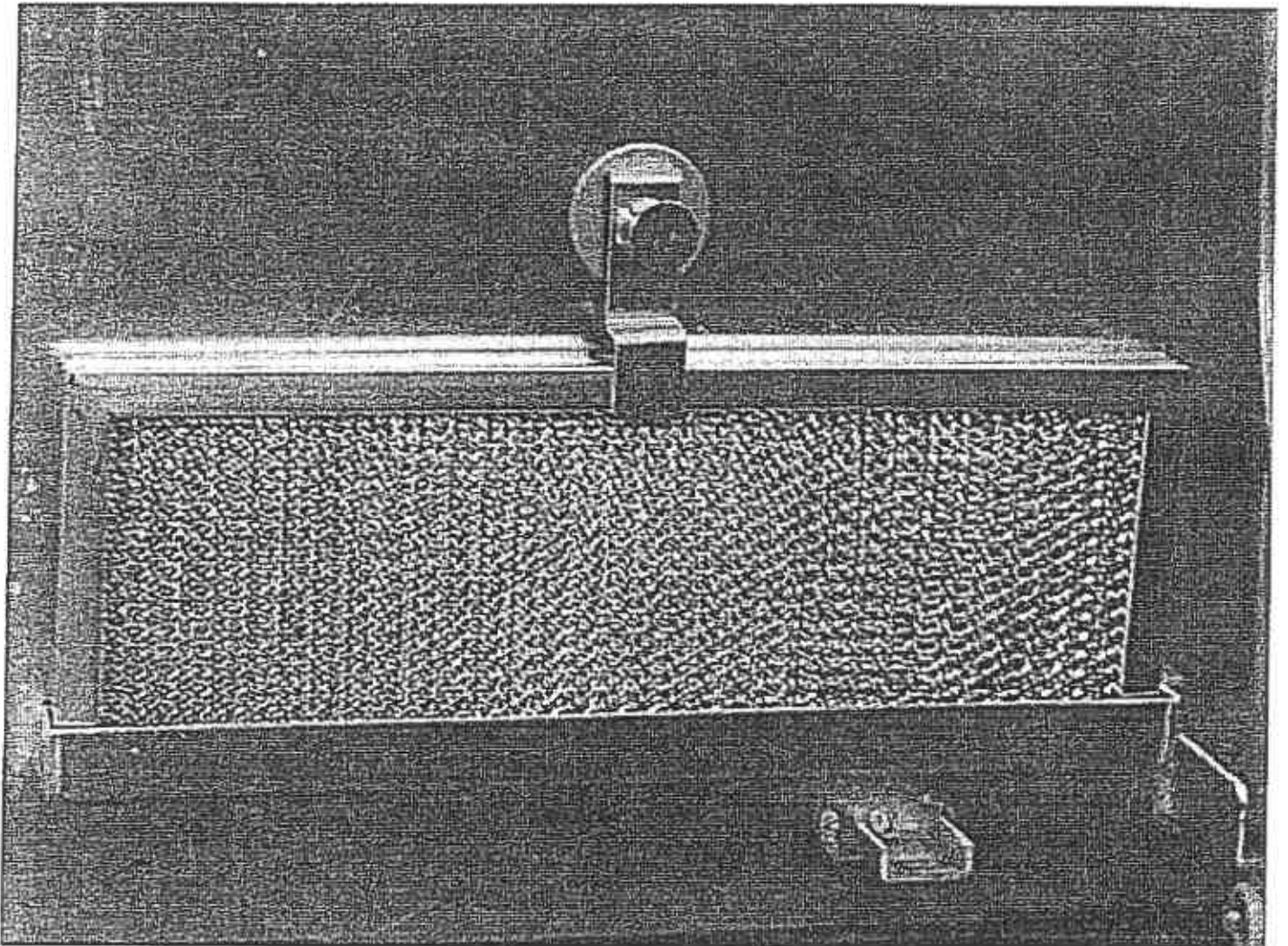
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**INVITATION TO BID – *Continued***

**PICTURE 11  
WASHABLE FILTER**



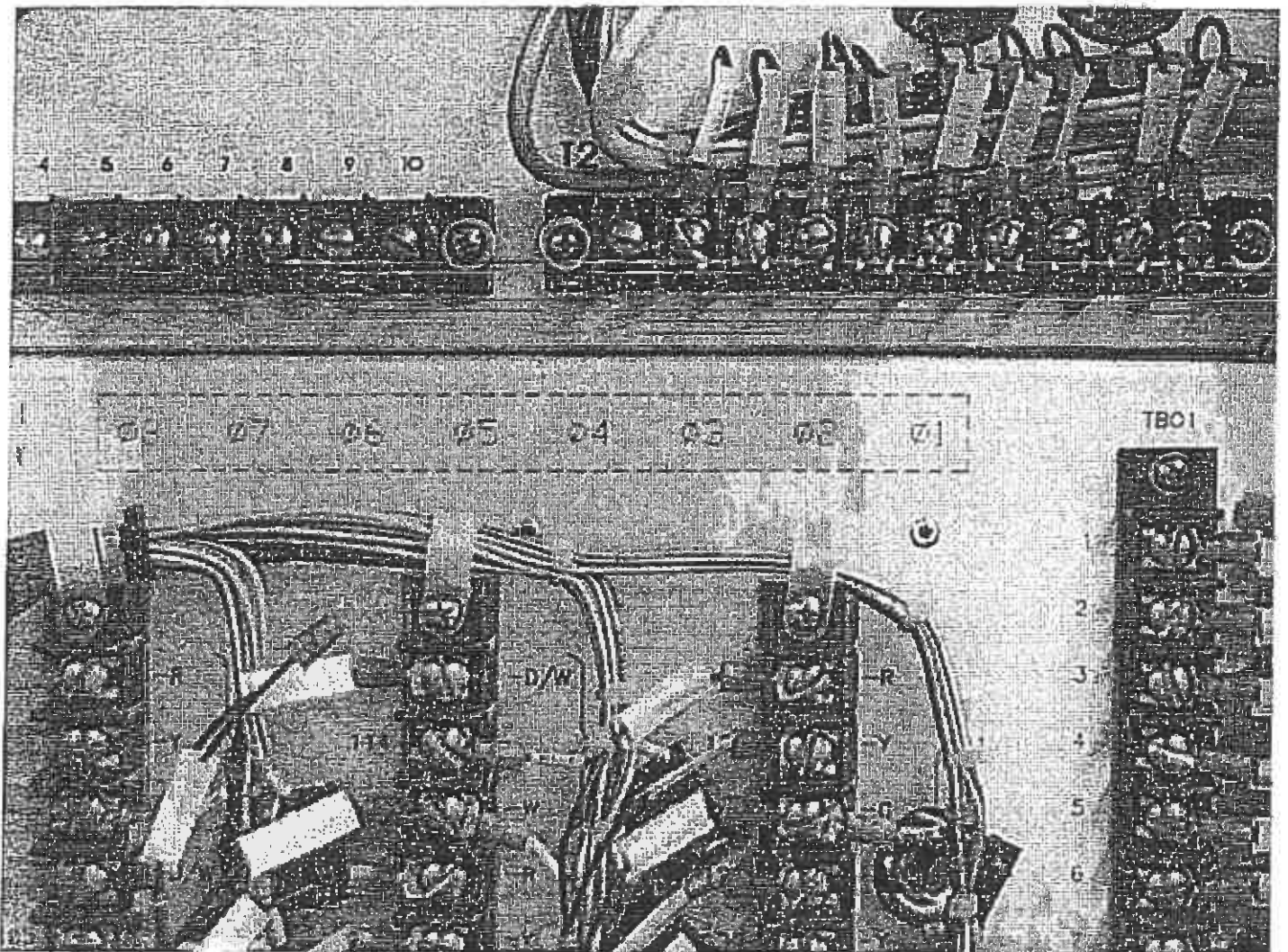
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INVITATION TO BID – *Continued*

PICTURE 12  
LABELING FOR MOLEX FLASH CONNECTOR



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EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**NOVEMBER 9, 2023  
ITB: 24-23**

**BID FORM**

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

Submitted below is my firm bid for **TRAFFIC SIGNAL CABINETS, CONTROLLERS AND RELATED PARTS** for a period of one (1) year, in accordance with your invitation to bid and specifications dated NOVEMBER 9, 2023. Prices are F.O.B. Birmingham, Alabama delivered and are in exact accordance with specifications except as listed below.

**GROUP 1: TRAFFIC SIGNAL CABINETS**

<b>LINE NO</b>	<b>DESCRIPTION</b>	<b>APPROX QTY</b>	<b>MAKE / MODEL</b>	<b>PRICE</b>	<b>EXTENDED PRICE</b>
1	Complete 336-S Cabinets with 170E HC-11 Controller for Twisted Pair Communications or approved equal	12		\$	\$
2	Complete 336-S Cabinets with 170E HC-11 Controller for Fiber Optic Communications or approved equal	12		\$	\$
3	336-S Cabinet Only for Twisted Pair or approved equal	6		\$	\$
4	336-S Cabinet for Fiber Optic or approved equal	6		\$	\$
5	Complete 356i ATC CABINET with Flex Controller or approved equal	5		\$	\$
6	Complete 356i ATC CABINET with out Flex Controller or approve equal	5		\$	\$
<b>GROUP 1: TRAFFIC SIGNAL CABINETS</b>					<b>\$</b>

**GROUP 2: OPTIONAL RELATED PARTS**

<b>LINE NO</b>	<b>DESCRIPTION</b>	<b>APPROX QTY</b>	<b>MFR NAME &amp; PART NO</b>	<b>PRICE</b>	<b>EXTENDED PRICE</b>
5	170E Controller or approved equal	1		\$	\$
6	Trafficam 2 Video Detection 4TI 1-Channel Termination Board or approved equal	1		\$	\$
7	FLIR TrafiCam, Model: TrafiCam Narrow. or approved equal	1		\$	\$
8	FLIR TrafiCam, Model: TrafiCam Wide. or approved equal	1		\$	\$

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EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**NOVEMBER 9, 2023  
ITB: 24-23**

**BID FORM *Continued***

**GROUP 2: OPTIONAL RELATED PARTS *Continued***

LINE NO	DESCRIPTION	APPROX QTY	MFR NAME & PART NO	PRICE	EXTENDED PRICE
9	Load Module or approved equal	1		\$	\$
10	Model 400 Modem Revision F or later or approved equal	1		\$	\$
11	AC Isolator or approved equal	1		\$	\$
12	McCain Flex Controller or approve equal	10		\$	\$
13	Mc Cain SIU-2218 ATCC SERIAL INTERFACE UNIT ATC or approve equal	2		\$	\$
14	McCain CMU 2212—HV-MC(Ip). 32 CH. with ethernet port ATC or approve equal	1		\$	\$
15	McCain ATCC-HV, OA-16CH, FOTA-16CH with harness or approve equal	1		\$	\$
16	McCain 2202-HV 2 channel load switch (6 outputs) / 2 channel flasher (4 outputs), 120 VAC ATC or approve equal	8		\$	\$
17	McCain Auxiliary Display Unit (ADU) - Model ADU-2220 ATC Cabinet, powered by 48 Vdc or approve equal	1		\$	\$
18	DC Isolator or approved equal	1		\$	\$
19	222 Loop Amplifiers or approved equal	1		\$	\$
20	Flash Relays or approved equal	1		\$	\$
21	412 Memory Module or approved equal	1		\$	\$
22	GDI Fiber modem FDM2SA-2-1-0-0-0 with modem cable washable filter or approved equal	1		\$	\$
23	2018ECLip 18 channel capability with Ethernet Port or approve equal	5		\$	\$
24	2018KCLip Datakey Programming with Ethernet Port or approve equal	5		\$	\$
25	Wavetronix SmartSensor Matrix SS-225 or approve equal	4		\$	\$

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**NOVEMBER 9, 2023  
ITB: 24-23**

**BID FORM *Continued***

**GROUP 2: OPTIONAL RELATED PARTS *Continued***

LINE NO	DESCRIPTION	APPROX QTY	MFR NAME & PART NO	PRICE	EXTENDED PRICE
26	Wavetronix SmartSensor Mount or approved equal	4		\$	\$
27	Wavetronix Click 600 Cabinet interface or approve equal	3		\$	\$
28	Wavetronix Click 650 Cabinet interface or approve equal	3		\$	\$
29	Wavetronix 2 channel NEAM contact closure rack card or approve equal	4		\$	\$
30	Wavetronix SmartSensor 6 conductor cable or approve equal	1		\$	\$
<b>GROUP 2: OPTIONAL RELATED PARTS</b>					<b>\$</b>

**GROUP 3: OPTIONAL RELATED PARTS**

LINE NO	DESCRIPTION	APPROX QTY	MFR NAME & PART NO	PRICE	EXTENDED PRICE
31	Power Supply for Brand Controller Bid or approved equal	1		\$	\$
32	Power Supply for Safetran Controller or approved equal	1		\$	\$
33	Power Supply for McCain Controller or approved equal	1		\$	\$
34	Power Supply for Brand Cabinet Bid or approved equal	1		\$	\$
35	Power Supply for Safetran Cabinet or approved equal	1		\$	\$
36	Power Supply for McCain Cabinet or approved equal	1		\$	\$
37	CPU Board of Brand Bid or approved equal	1		\$	\$
38	CPU Board for Safetran or approved equal	1		\$	\$
39	CPU Board for McCain or approved equal	1		\$	\$
40	Input Board of Brand Bid or approved equal	1		\$	\$

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**NOVEMBER 9, 2023  
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**BID FORM *Continued***

**GROUP 3: OPTIONAL RELATED PARTS *Continued***

<b>LINE NO</b>	<b>DESCRIPTION</b>	<b>APPROX QTY</b>	<b>MFR NAME &amp; PART NO</b>	<b>PRICE</b>	<b>EXTENDED PRICE</b>
41	Input Board for Safetran or approved equal	1		\$	\$
42	Input Board for DTS or approved equal	1		\$	\$
43	Input Board for McCain or approved equal	1		\$	\$
44	Output Board for Brand Bid or approved equal	1		\$	\$
45	Output Board for Safetran or approved equal	1		\$	\$
46	Output Board for DTS or approved equal	1		\$	\$
47	Output Board for McCain or approved equal	1		\$	\$
<b>GROUP 3: OPTIONAL RELATED PARTS</b>					<b>\$</b>

**GRAND TOTAL (GROUPS 1, 2 & 3):**      \$ \_\_\_\_\_

**MAXIMUM DISCOUNT:**

Guaranteed discount if bid is renewed for 2<sup>nd</sup> year: \_\_\_\_\_ %

Guaranteed discount if bid is renewed for 3<sup>rd</sup> year: \_\_\_\_\_ %

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

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**NOVEMBER 9, 2023  
ITB: 24-23**

**NOTARIZED AFFIDAVIT AND WARRANTY:**

The bidder warrants that the bid submitted is not made in collusion with any other bidders, or in the interest of or on behalf of an undisclosed party; that the bidder has not, directly or indirectly, induced any other bidder to put in a sham bid or to refrain from making a bid; and that bidder has not paid or agreed to pay to any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the bid for the privileges provided in this invitation. All the information contained in the bid may be relied upon by the City of Birmingham in awarding demolition services, and everything contained herein is warranted by the bidder to be true.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
MY COMMISSION EXPIRES

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**NOVEMBER 9, 2023  
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**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.

**This page must be returned with bid.**

Bidder acknowledges receipt of \_\_\_\_\_ addenda(s). U.E.I.D # \_\_\_\_\_  
 (addenda number)

\_\_\_\_\_  
 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

\_\_\_\_\_  
 Cell Phone

**IF AVAILABLE, PLEASE SUBMIT COPY OF CURRENT CITY OF BIRMINGHAM BUSINESS LICENSE WITH THIS BID.**

**INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:**

1. **BID AWARD NOTICE ADDRESS** \_\_\_\_\_  
 \_\_\_\_\_
2. **PURCHASE ORDER ADDRESS** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
3. **REMITTANCE ADDRESS (and name if different than above)** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



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

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

NOVEMBER 9, 2023  
ITB: 24-23

**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)  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 of records, making false statements, or receiving stolen property;
- (c)  Are  are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission on any of the offenses enumerated in Paragraph (b) above; and
- (d)  Have  have not within a three-year period preceding award of this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.
- (e) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS)**  
Duns number must be provided on the signature page of this document before an award can be made to facilitate System Award Management (SAM) certification [www.sam.gov/SAM](http://www.sam.gov/SAM). Companies that do not have a free DUNS number may visit [www.dnb.com/duns-number/get-a-duns.html](http://www.dnb.com/duns-number/get-a-duns.html) for more information.  
*The City of Birmingham does not provide DUNS numbers.*

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

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

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

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ITB: 24-23**

*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.

**Family Member of a Public Official.** 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.

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

**Public Official.** 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.

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This Form is a:

**New Submission**

**Update to a Previous Submission**

**Section 1: VENDOR NAME AND CONTACT:**

**Vendor's Legal Name:**

**Physical Street Address:**

**CITY OF BIRMINGHAM-PURCHASING DIVISION  
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**Mailing Address:**

**Phone Number:**

**Contact Person:**

**Section 2: DISCLOSURES**

**(a) Identify all officers, directors, owners, members, partners and executive management of the Vendor.**

**(b) (PUBLIC OFFICIAL)**

**Are any of the persons identified in paragraph (a) above a Family Member of a Public Official of the City of Birmingham or do they have an employment or other business relationship with a Public Official of the City of Birmingham or a Family Member of a Public Official? If "yes", describe any family, employment or business relationship with the Public Official.**

**Yes**       **Not Applicable**

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**(c) (PUBLIC EMPLOYEE)**

Are any of the persons identified in paragraph (a) above a Family Member of a Public Employee of the City of Birmingham or do they have an employment or other business relationship with a Public Employee of the City of Birmingham or a Family Member of a Public Employee? If "yes", describe any family, employment or business relationship with the Public Employee.

Yes       Not Applicable

**SECTION 3. LOBBYISTS, CONSULTANTS & ATTORNEYS:**

During the past three (3) years, has Vendor retained, hired or paid any person or entity including, but not limited to, a lobbyist, consultant or attorney, to assist Vendor in obtaining a City contract, appointment or funding? If "yes", identify by individual name, firm name, address and telephone number any such person or entity.

Yes       Not Applicable

**SECTION 4: DISCLOSURE OF CONTRIBUTIONS:**

During the past three (3) years, has the Vendor provided a campaign contribution, a contribution to a political action committee that provides funding to a Public Official's campaign or other funding to or performed services for a Public Official, or provided funding to or performed services for an individual or entity, including a charitable entity, at the request of a Public Official or Public Employee? If yes, identify the amount, date and recipient of any campaign contribution or other funding and/or the date, contract amount and nature of services performed.

Yes       Not Applicable

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**SECTION 5: CONTRACTS WITH THE CITY OF BIRMINGHAM:**

Does the Vendor have any existing contracts with the City of Birmingham or contracts which have expired or been terminated within the past three (3) years?

Yes       No

**SECTION 6: CLAIMS AGAINST THE CITY OF BIRMINGHAM:**

Does the Vendor have any pending claims against the City of Birmingham.

Yes       No

**SECTION 7: GOOD STANDING:**

By signing this *Transparency in City Government Disclosure and Certification Form* Vendor affirms that it is current in regard to all required federal, state, and local business, tax and other filing requirements and licensure.

**CERTIFICATION:**

I, the undersigned, certify that I am authorized to execute this *Transparency in City Government Disclosure and Certification Form* on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the City of Birmingham is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the City to notify the City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the City, permitting the City to declare any contract(s) resulting from this certification void and unenforceable.

**VENDOR SIGNATURE:**

**NAME:**

**DATE:**

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