

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

MICHELLE RICE, BUYER  
 EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT

MARCH 5, 2025  
 ITB# 25-35

**INVITATION TO BID**

TO:	Prospective Bidders
INVITATION TO BID NUMBER:	Bid #25-35 (A complete copy can be downloaded at <a href="http://www.birminghamal.gov">www.birminghamal.gov</a> )
SEPARATE SEALED BIDS FOR:	Tire Repair Service
INVITATION TO BID RESPONSES WILL BE RECEIVED BY:	Michelle Rice, Buyer Purchasing Division 710 North 20 <sup>th</sup> Street, P-100 City Hall Birmingham, AL 35203-2227

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

<b>BID DUE DATE:</b>	<b>BID OPENING DATE:</b>
Monday, March 24 ,2025 by 5:00 PM (Central Standard Time)	Tuesday, March 25 ,2025 at 11:00 AM (Central Standard Time)

Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at [www.birminghamal.gov](http://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  
 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 Michelle Rice at [michelle.rice@birminghamal.gov](mailto:michelle.rice@birminghamal.gov).

Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date.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

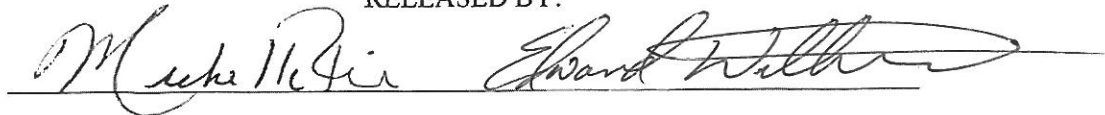
The City of Birmingham reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid. The City of Birmingham may award contract in whole or in part based on the needs of the City of Birmingham.

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

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

Published- Alabama Messenger-03/5/2025

RELEASED BY:



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Sealed bids marked "ITB: 25-35—Tire Repair Service" will be received by the Purchasing Agent, P-100 First Floor 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 **Monday, March 24, 2025**. **Bids submitted after these dates and times will not be considered.**

Sealed bids will be publicly opened at 11:00 A.M. on **Tuesday, March 25, 2025** at room P-100, First Floor of City Hall, 710 North 20<sup>th</sup> Street, Birmingham, Alabama 35203.

The City has resumed having public bid openings. You may also participate virtually via WebEx. Login information can be found on the City's website at [www.birminghamal.gov](http://www.birminghamal.gov) (click on the link titled **Work** then click on **Bidding Opportunities**).

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

**TERM OF CONTRACT**

Any contract resulting from this ITB will become effective- upon the date of final execution of a written agreement between the successful bidder and the City . Per Section 3-3-7(7) of the Birmingham City Code and State Bid Law, the proposed contract shall be in effect for a maximum period of three (3) years, contingent upon Council approval. **During the term of any contract resulting from this ITB, no price increase in the original bid prices shall be allowed, except as authorized by law.**

**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.

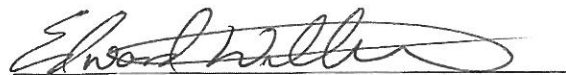
**CERTIFIED CHECK/BID BOND/CASHIER'S CHECK**

It is required for any contract exceeding \$10,000.00 that the bidder submits with the 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 \$1,500.00. 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.

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 in part, and to waive any informalities. No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

Bids must be submitted in a sealed envelope marked "**Bid #25-35 Tire Repair Service, 5:00 PM, March 24, 2025.**" Bids may be **hand delivered** to Purchasing, Room P-100 First Floor, City Hall, Birmingham, Alabama or **mailed** to City of Birmingham, 710 North 20th Street, Birmingham, AL 35203. Bids mailed in (i.e. USPS, Federal Express, UPS, Airborne, etc.) must specify delivery to Room P-100, 1st Floor-City Hall.

  
Edward Williams, Assistant Purchasing Agent

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**GENERAL**

The City of Birmingham is seeking bids for **Tire Repair Service**. The basis of the bid shall consist primarily of **Tire Repair Service** that the City may require during the life of this contract. The City intends to award to the lowest-priced, most responsive, responsible bidder.

**CANCELLATION**

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

**TERMINATION OF CONTRACT**

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

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

**PRICES**

Include transportation (including fuel surcharge, if applicable).

**QUANTITIES**

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

**PRE-PAYMENTS**

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

**TAX**

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

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INVITATION TO BID (cont'd)

**ADDITIONAL PURCHASES**

The City has attempted to list all items that may be required for "ITB 25-35—Tire Repair Service" during the term of the contract. If mutually agreed upon, additional contracts may be executed based upon this bid for the same item(s) or related types and/or sizes.

**REDUCTION IN COST**

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

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

**NON-DISCRIMINATION POLICY**

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

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

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

**FORM W-9**

Any successful bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than within 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 the license may be submitted along with the bid. In the event you receive a notification of intent to award letter, bidder must provide a copy of the current business license no later than within seven (7) working days of receipt. Failure to submit the requested information will result in the notice of intent to award being revoked.

**PUBLIC DISCLOSURE**

Subject to applicable law or regulations, all original bids together with all documents pertaining to the award of the contract, including the content of each Bidder's Proposal, shall become public records and shall be open to public inspection. A Transparency in City Government Disclosure and Certification Form shall be completed and filed by any individual or entity seeking to do business with the City of Birmingham prior to entering into any agreement or contract with the City.

**TELEGRAPHIC/ELECTRONIC BID RESPONSES**

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

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**INVITATION TO BID (cont'd)**

**E-VERIFY**

Successful Vendor (located in the State of Alabama or located outside of the State of Alabama, but employs one or more employees within the State of Alabama) represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien", as defined by § 31-13-3, Code of Alabama, and that, during the performance of this contract, Vendor shall participate in the E-Verify program as required under the terms of § 31-13-9, Code of Alabama. Vendor agrees to comply with all applicable provisions of Title 31, Chapter 13, Code of Alabama. 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 the bid or no later than within seven (7) working days of receipt of notice of intent to award.

**SINGLE BID**

If only one bid is received for this ITB, the City may advertise for and seek other competitive bids, or the City may negotiate with the bidder and other vendors through the receipt of informal bids. Where only one responsive, responsible bid has been received, any negotiation for the work shall be for a price lower than the single bid received.

**NEGOTIATIONS**

If all bids exceed the City's anticipated budget, the City may negotiate with the lowest responsible and responsive bidder, provided the negotiated price is lower than the bid price. The City reserves the right to enter into contract negotiations for a lower price with the selected bidder. If the City and the selected bidder cannot negotiate an agreement, the City may at its option reject all bids and rebid the contract.

**PROHIBITION AGAINST BOYCOTTING**

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

**AWARD**

A contract will be awarded to the lowest responsive and responsible bidder(s) who meets all bid requirements and has a history of successfully completing like work. If a bid is received for an item of personal property or services to be purchased or contracted for from a person, firm, or corporation deemed to be a responsible bidder, having a place of business located within the city limits of the City of Birmingham, and the bid is no more than five percent greater than the bid of the lowest responsible bidder, the City may award the contract to the resident responsible bidder. In the event the lowest bid is received from an entity that does not have a place of business located within the state of Alabama (a "foreign entity"), the City may award the contract to a responsible bidder whose bid is no more than 10 percent greater than the foreign entity if the bidder has a place of business located within the city limits of the City of Birmingham or is a responsible bidder from a business located within the State of Alabama which is a woman-owned enterprise, an enterprise of small business, as defined in Section 25-10-3, a minority-owned business enterprise, a veteran-owned business enterprise, or a disadvantaged-owned business enterprise.

**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 jurisdiction of the courts of the State of Alabama.

**PAYMENT TERMS**

The City's standard payment term is Net-30 days from acceptance. Exception may be allowed for discounted early payment, such as 2%-10, Net 30 Days. The reference date for all such discounted early payment terms will be the date the invoice is received or the date the goods are received, whichever is later. In the event of a dispute, the City's records shall prevail. **The City will not consider any bids requiring C.O.D. payments.**

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ITB# 25-35

**INVITATION TO BID (cont'd)**

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

By signing any contract awarded under this ITB, the contracting parties shall affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

**NON-COLLUSION**

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

**CONFLICT OF INTEREST**

Contractor covenants and declares that it has not, and will not, acquire any interest, directly or indirectly, in any property acquired by the City during the term of this Agreement. Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the services required under this Agreement a violation of any applicable Federal, State or local law. In the event that any conflict of interest should hereinafter arise, Contractor shall promptly notify the City in writing of the existence of such conflict of interest.

**CONFIDENTIALITY**

Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of the City's information, whether deemed confidential or not.

**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.

**QUANTITIES**

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

**FORM OF CONTRACT**

A standard form of contract has been included in this document for the provision of the services specified herein. If Bidder(s) find any term or condition of the standard form contract is non-negotiable, such term or condition should be clearly identified. The standard form of contract included herein is for review purposes only. Bidder must submit, as a part of its sealed bid, a sample copy of their agreement and/or terms and conditions.

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MARCH 5, 2025  
ITB# 25-35

INVITATION TO BID (cont'd)

**INVOICING**

All invoices must agree with the purchase order in description and price and include the following information:

- 1.) Purchase Order Number
- 2.) Ship to Department Name and Address
- 3.) In order to ensure prompt payment, ALL ORIGINAL INVOICES\* MUST BE SENT TO:

CITY OF BIRMINGHAM  
MUNICIPAL GARAGE-TIRE SHOP  
ATTN: CEDRIC ROBERTS  
515 6<sup>TH</sup> AVENUE SOUTH  
BIRMINGHAM, AL 35205

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

**THIRD-PARTY "REMIT-TO"**

If a Bidder has a third-party "remit-to" company, that information must appear on the Bidder's 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. -45-day written notification to the Equipment Management Department and Accounting Division of the City of Birmingham of a change in payment processing companies is required.

**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.

**GUARANTEE**

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

**INSURANCE REQUIREMENTS**

**Liability Insurance:** For the duration of this contract and for limits not less than stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$2,000,000.00 total with a maximum of \$500,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Contractor with limits of -not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage or combined single limit of \$1,000,000.00; and (iii) Workman's Compensation coverage in an amount adequate to comply with statutory requirements. The City's bid number (25-35) 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.

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INVITATION TO BID (CONT'D)

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

The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability but shall allow coverage for the City to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement form 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 canceled or changed in such a manner as to not comply with the requirements of this Contract, the Contractor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein.

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

(This space intentionally left blank)

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KEY REQUIREMENTS

1. The Company must have a minimum of five (5) years of full-time tire repair and replacement experience. The Company must have been in the full-time tire repair and replacement business during the last five consecutive calendar years. The Company shall submit reasonable evidence of this experience in its response to this bid.
2. During the Term of the Contract (hereinafter, "Term), the Bidder shall retain not less than seven (7) tire repair technicians. During the Term, upon the request of City, the Company shall submit the documentation identifying the names and positions of these technicians.
3. During the Term, the Company shall maintain at all times twenty-four (24) hours a day, seven (7) days a week, a minimum of five (5) radio-dispatched tire repair trucks that are all equipped with jacks, portable mounting cages, or comparable OSHA-approved safety equipment, compressed air, and all the necessary equipment required to be able to furnish repairs in the field to cars, trucks, and heavy equipment owned and operated by the City. Additional vehicles, equipment, and personnel may be needed to handle the added volume of business related to the acquisition of the City's contract to be compliant with the City's required service response times. It shall be the Company's responsibility to maintain an adequate level of trucks, equipment, and personnel to comply with this provision, and the City reserves the right to inspect at any time the contractor's tire repair trucks to ensure compliance. Such equipment is to be dispatched from a base of operations within the City of Birmingham or Jefferson County.
4. Road Service:
  - (a) Central Area (Central Area is defined as area locations other than that defined as outlying areas): Calls for tire repair will be provided for all in-service City vehicles twenty-four (24) hours per day, seven days per week. The maximum response time will be no more than ninety (90) minutes, except for Public Safety vehicles. Public Safety vehicles are defined as any vehicle operated in the Police and Fire Departments. The maximum response time for in-service Public Safety vehicles will be no more than sixty (60) minutes. All first-line fire and rescue vehicles are in service twenty-four (24) hours/day regardless of the location of the vehicle. In the event the contractor exceeds the maximum response time, the Company will be assessed a \$75.00 penalty charge for each occurrence. This charge will be deducted from the next month's payment.
  - (b) Outlying areas: A different repair rate will be allowed for repairs to any vehicle in outlying areas. This rate will be applicable when the repair is beyond the following locations: South of Fire Station 32, East of 459/59 interchange, and Northwest of Ensley viaduct. The Company agrees that, upon call of any person in charge or control of a vehicle owned by the City, the Company will furnish prompt service to such vehicle at the Police Pistol Range, Eastern Area Landfill, Lake Purdy, or any place within the corporate limits of police jurisdiction of the City of Birmingham for the purpose of vulcanizing/repairing any puncture or replacement of a damaged tire
5. Yard Service Response Time: Response time for yard service calls (usually after normal working hours 12:00 noon – 4:00 p.m. but may include some morning calls), shall be such that repairs are complete or underway prior to start of City work shift at 6:00 a.m. Response time for any other yard service calls is to be handled on an as-soon-as-possible basis.
6. Lot visits: The Company will be required to visit the following districts each day, Monday through Friday, during the hours 12:00 noon until 4:00 p.m., repair all vehicle flat tires, and replace all damaged tires:

East - 301 North 96<sup>th</sup> Street  
South - 501 6<sup>th</sup> Avenue South  
North - 2413 27<sup>th</sup> Street North

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710 NORTH 20<sup>TH</sup> STREET  
P-100 CITY HALL  
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MICHELLE RICE, BUYER  
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT

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**KEY REQUIREMENTS, cont.**

West - 1044 Avenue W, Pratt City  
Construction - 800 Golden Flake Drive  
Eastern Area Landfill - 2787 Alton Drive  
New Georgia Landfill - 47<sup>th</sup> Street Lewisburg Road

7. Lot Visits, cont.: Each truck tire must be bumped by a tire hammer to determine if it is flat or low.

A damaged tire will be defined as any tire with any unusual wear or isolated damage that would render the tire unsafe (e.g., sidewall cuts or punctures, excessive outside tire wear due to low air pressure or misalignments, or any other condition that would render the tire unsafe).

The City maintains a tire inventory at the North District Lot, South District Lot, East District Lot, and West District Lot for vehicles and equipment located at each district lot respectively. Tires not in inventory at the district lots are to be obtained from the City's Tire Shop on an as-needed basis. Tires for vehicles and equipment located at the Construction Lot, Eastern Area Landfill, New Georgia Landfill, and any tires needed for road service repair calls will be furnished by the City's Tire Repair Shop, 515 6<sup>th</sup> Avenue South. The Tire Shop hours of operation are from 7:00 a.m. until 7:00 p.m. The Company is responsible for transporting tires from the City Shop to the site of the needed replacement. To obtain a replacement tire from the City's Tire Shop, the Company must provide the damaged tire carcass, if available at the time, and the City's vehicle equipment number, vehicle odometer reading, vehicle location, and tire location on the vehicle. Tires will not be issued to the Company without this information.

With the exception of the South District Lot, Construction Lot, and all other 6<sup>th</sup> Avenue South City Complex locations, the City will pay the Company a flat fee per round trip to pick up tires for vehicles located in the central area locations and a flat fee per round trip for outlying area locations. The City will not pay a trip charge for any location within the South District Lot, Construction Lot, or 6<sup>th</sup> Avenue South City Complex.

All tire carcasses are the property of the City and must be turned into the site issuing the replacement tire or the district lot where the tire replacement occurred. A City employee's signature is required to document the carcass return. Carcasses not returned to the City will be charged back to the Company as a deduction from the City's payment to the Company for the next payment due.

The Company will be required to furnish tire repair personnel to inspect each lot. The repair personnel shall determine which tires are to be repaired or replaced. Repair personnel must ensure that all of the tires have been properly repaired/replaced, and the proper documentation is given to the Public Works manager daily. The City District Superintendent, or his designee, shall approve all damaged tire replacements prior to work being performed. Tire repair personnel must obtain a City of Birmingham employee signature on the ticket confirming the work has been completed. Tire repair personnel shall be required to sign in and out at each facility.

Except for mowers and off-road vehicles, side wall tire repairs (either by patch or plug) are prohibited. The Company shall not charge the City when the Company only adds air.

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**KEY REQUIREMENTS, cont.**

8. Tubes: The Contractor will be required to furnish to the City any tubes that may be required in the course of tire repairs. Tubes are to be first line, OEM grade only. Second line tubes are not acceptable to the City. All tubes furnished to the City are to be furnished at the same rate of discount as those so quoted. Contractor is to supply a manufacturer's list price sheet for the line of tubes bid. The discount rate quoted will apply to any tubes on the sheet.

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**MARCH 5, 2025**  
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**BID FORM**

Submitted below is my firm bid for Tire Repair Service, for the City of Birmingham. Per Section 3-3-7(7) of the General City Code for the City of Birmingham, the proposed contract shall be in effect for a minimum of three (3) years. Upon approval of both parties, the life of this contract shall exist with the provision that no price increase in the original bid prices shall be allowed, in accordance with your Invitation to Bid and Specifications. Prices quoted are f.o.b. Birmingham, AL, and I am bidding in exact accordance with the specifications except as listed below.

**TIRE REPAIR SERVICE FOR CENTRAL AREA**

PASSENGER CAR TIRES – CENTRAL AREA	UNIT PRICE		EXTENDED TOTAL
Any one vehicle including the repair of one passenger tire (approx. 70/mo.)	\$	x 70	\$
Each additional tire on the same vehicle (approx. 10/mo.)	\$	x 10	\$
<b>MONTHLY TOTAL</b>			<b>\$</b>

PASSENGER CAR TIRES – OUTLYING AREAS	UNIT PRICE		EXTENDED TOTAL
Any one vehicle including the repair of one passenger tire (approx. 2/mo.)	\$	x 2	\$
Each additional tire on the same vehicle (approx. 1/mo.)	\$	x 1	\$
<b>MONTHLY TOTAL</b>			<b>\$</b>

LIGHT TRUCK TIRES (650 X 16 THRU 265/80R 19.5 – TUBE OR TUBELESS) CENTRAL AREA	UNIT PRICE		EXTENDED TOTAL
Any one vehicle including the repair of one truck tire (approx. 45/mo.)	\$	x 45	\$
Each additional tire on the same vehicle (approx. 10/mo.)	\$	x 10	\$
<b>MONTHLY TOTAL</b>			<b>\$</b>

LIGHT TRUCK TIRES (650 X 16 THRU 265/80R 19.5 – TUBE OR TUBELESS) OUTLYING AREAS	UNIT PRICE		EXTENDED TOTAL
Any one vehicle including the repair of one truck tire (approx. 3/mo.)	\$	x 3	\$
Each additional tire on the same vehicle (approx. 1/mo.)	\$	x 1	\$
<b>MONTHLY TOTAL</b>			<b>\$</b>

SEASONAL EQUIPMENT & INDUSTRIAL TIRES (8/300 X 4 THRU 26/1200 X 12, TUBE OR TUBELESS) CENTRAL AREA	UNIT PRICE		EXTENDED TOTAL
Any one vehicle including the repair of one industrial tire (approx. 12/mo.)	\$	x 12	\$
Each additional tire on the same vehicle (approx. 4/mo.)	\$	x 4	\$
<b>MONTHLY TOTAL</b>			<b>\$</b>

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

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**BID FORM (CONT'D)**

SEASONAL EQUIPMENT & INDUSTRIAL TIRES (8/300 X 4 THRU 26/1200 X 12, TUBE OR TUBELESS) OUTLYING AREAS	UNIT PRICE		EXTENDED TOTAL
Any one vehicle including the repair of one industrial tire (approx. 2/mo.)	\$	x 2	\$
Each additional truck tire on the same vehicle (approx. 1/mo.)	\$	x 1	\$
<b>MONTHLY TOTAL</b>			<b>\$</b>

LARGE TRUCK TIRES (825 X 20 THRU 1200 X 24 TUBE OR TUBELESS) CENTRAL AREA	UNIT PRICE		EXTENDED TOTAL
Any one vehicle including the repair of one truck tire (approx. 40/mo.)	\$	x 40	\$
Each additional truck tire on the same vehicle (approx. 12/mo.)	\$	x 12	\$
<b>MONTHLY TOTAL</b>			<b>\$</b>

LARGE TRUCK TIRES (825 X 20 THRU 1200 X 24 TUBE OR TUBELESS) OUTLYING AREAS	UNIT PRICE		EXTENDED TOTAL
Any one vehicle including the repair of one truck tire (approx. 4/mo.)	\$	x 4	\$
Each additional truck tire on the same vehicle (approx. 2/mo.)	\$	x 2	\$
<b>MONTHLY TOTAL</b>			<b>\$</b>

DAMAGED TIRE REPLACEMENT – CENTRAL AREA	UNIT PRICE		EXTENDED TOTAL
Any one vehicle including the replacement of one damaged truck tire (approx. 40/mo.)	\$	x 40	\$
Each additional damaged tire on the same vehicle (approx. 12/mo.)	\$	x 12	\$
<b>MONTHLY TOTAL</b>			<b>\$</b>

DAMAGED TIRE REPLACEMENT – OUTLYING AREAS	UNIT PRICE		EXTENDED TOTAL
Any one vehicle including the replacement of one damaged truck tire (approx. 4/mo.)	\$	x 4	\$
Each additional damaged tire on the same vehicle (approx. 2/mo.)	\$	x 2	\$
<b>MONTHLY TOTAL</b>			<b>\$</b>

HEAVY EQUIPMENT TIRES (1300 X 24 AND LARGER TUBE OR TUBELESS) – CENTRAL AREA	UNIT PRICE		EXTENDED TOTAL
Any one vehicle including the repair of one heavy equipment tire (approx. 15/mo.)	\$	x 15	\$
Each additional tire on the same vehicle (approx. 2/mo.)	\$	x 2	\$
<b>MONTHLY TOTAL</b>			<b>\$</b>

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**BID FORM (CONT'D)**

HEAVY EQUIPMENT TIRES (1300 X 24 AND LARGER TUBE OR TUBELESS) – OUTLYING AREAS	UNIT PRICE		EXTENDED TOTAL
Any one vehicle including the repair of one heavy equipment tire (approx. 2/mo.)	\$	x 2	\$
Each additional tire on the same vehicle (approx. 1/mo.)	\$	x 1	\$
<b>MONTHLY TOTAL</b>			\$

WATER FILLED TIRES – CENTRAL AREA	UNIT PRICE		EXTENDED TOTAL
Tractor only (approx. 4/mo.)	\$	x 4	\$
Each additional tire on the same vehicle (approx. 1/mo.)	\$	x 1	\$
<b>MONTHLY TOTAL</b>			\$

WATER FILLED TIRES – OUTLYING AREAS	UNIT PRICE		EXTENDED TOTAL
Tractor only (approx. 1/mo.)	\$	x 1	\$
Each additional tire on the same vehicle (approx. 1/mo.)	\$	x 1	\$
<b>MONTHLY TOTAL</b>			\$

FALSE CALL CHARGE	UNIT PRICE		EXTENDED TOTAL
False calls central areas (approx. 6/mo.)	\$	EA x 6	\$
False calls outlying areas (approx. 4/mo.)	\$	EA x 4	\$
<b>MONTHLY TOTAL</b>			\$

A false call is an event between 6:00 p.m. and 6:00 a.m. that results in no repair being performed due to the City's failure to cancel a service call. Company must submit documentation that supports each of its requests for payment of a false call charge.

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

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**BID FORM (CONT'D)**

**TIRE REPAIR SERVICE**

TUBES	UNIT PRICE			EXTENDED TOTAL
1000R-20 (approx. 10/mo.)	\$	EA	x 10	\$
825R-20 (approx. 8/mo.)	\$	EA	x 8	\$
750-16 (approx. 5/mo.)	\$	EA	x 5	\$
1300-24 (approx. 2/mo.)	\$	EA	x 2	\$
<b>MONTHLY TOTAL</b>				\$
<b>RATE OF PERCENTAGE DISCOUNT EXTENDED TO TUBES</b>				%
<b>MONTHLY GRAND TOTAL</b>				\$
				x 12
<b>ANNUAL TOTAL</b>				\$

TRIP CHARGE TO PICKUP REPLACEMENT TIRE	UNIT PRICE			EXTENDED TOTAL
Trip Charge for central areas (approx. 32/mo.)	\$	EA	x 32	\$
Trip Charge for out-lying areas (approx. 0/mo.)	\$	EA	x 0	\$0.00
<b>MONTHLY TOTAL</b>				\$
				x 12
<b>ANNUAL TOTAL</b>				\$

WEEKEND RETAINER	UNIT PRICE			ANNUAL TOTAL
Weekend retainer for service rendered from Friday 6:00 p.m. thru Sunday 12:00 midnight (per weekend) for fifty-two (52) weeks per year.	\$	EA	x 52	\$
HOLIDAY RETAINER	UNIT PRICE			ANNUAL TOTAL
Holiday retainer for authorized holidays. Authorized holidays are New Year's Day, July 4 <sup>th</sup> , Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day (6 holidays).	\$	EA	x 6	\$
<b>ANNUAL GRAND TOTAL</b>				\$

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

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**BID FORM (CONT'D)**

**TIRE REPAIR SERVICE FOR OUTLYING AREA (CONT'D)**

SEASONAL EQUIPMENT & INDUSTRIAL TIRES (8/300 X 4 THRU 26/1200 X 12 - TUBE OR TUBELESS)	EACH PRICE
Any one vehicle including the repair of one industrial tire.	\$
Each additional truck tire on the same vehicle	\$

LARGE TRUCK TIRES (825 X 20 THRU 1200 X 24 TUBE OR TUBELESS)	EACH PRICE
Any one vehicle including the repair of one truck tire	\$
Each additional truck tire on the same vehicle	\$

HEAVY EQUIPMENT TIRES (1300 X 24 AND LARGER TUBE OR TUBELESS )	EACH PRICE
Any one vehicle including the repair of one heavy equipment tire	\$
Each additional tire on the same vehicle	\$

DAMAGED TIRE REPLACEMENT OUTLYING AREAS	EACH PRICE
Any one vehicle including the replacement of one damaged truck tire	\$
Each additional damaged tire on the same vehicle	\$

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

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**BID FORM (CONT'D)**

TUBE TIRES ONLY	EACH PRICE
1000R-20	\$
825R-20	\$
750-16	\$
1300-24	\$

TRIP CHARGE TO PICK-UP REPLACEMENT TIRE	EACH PRICE
Trip Charge for central areas	\$
Trip Charge for outlying areas	\$

FALSE CALL CHARGE	EACH PRICE
False calls central areas	\$
False calls outlying areas	\$

WEEKEND SERVICE	EACH PRICE
Weekend service rendered from Friday 5:00 p.m. through Sunday 11:59 pm	\$
HOLIDAY SERVICE	EACH PRICE
Holiday service for any federally recognized holiday.	\$

**MAXIMUM DISCOUNT**

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

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

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



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**TIRE REPAIR SERVICE**  
**ATTACHMENT A to BID FORM**

**TIRE REPAIR SERVICE FOR THE CITY OF BIRMINGHAM**

**Name of Bidder:**

(a) Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

(b) Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

(c) Principal office address: \_\_\_\_\_

\_\_\_\_\_

(d) Place of Incorporation: \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_

Number of consecutive years Company has performed full time tire repair: \_\_\_\_\_

(e) Official representative: \_\_\_\_\_

(f) Names of tire service technicians and hire date:

**NAME**

**HIRE DATE**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

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(g) We control and operate the following tire repair trucks of the make, model, and year indicated.

<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>TWO-WAY RADIO</u>	
			<u>YES</u>	<u>NO</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(h) The following is a complete and accurate list of officers and directors of said corporation:

	<u>NAME</u>	<u>ADDRESS</u>
President	_____	_____
Vice-President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____
Local Mgr./Agent	_____	_____

If the bidder is a sole proprietorship, partnership or some form other than a corporation, provide specific information.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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**TIRE REPAIR SERVICE FOR THE CITY OF BIRMINGHAM**

**ATTACHMENT B to BID FORM**

**Bid Warranty:**

The Bidder warrants that the bid submitted is not made by or on behalf of any undisclosed party; that the Bidder has not, directly or indirectly, induced any other Bidder to submit a sham proposal 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 to procure the contract. All of the information contained in the bid may be relied upon by the City of Birmingham in awarding the contract for tire repairs and everything contained herein is warranted by the Bidder to be true.

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

**BIDDER:** \_\_\_\_\_

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

**TITLE:** \_\_\_\_\_

THIS PORTION LEFT BLANK INTENTIONALLY

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**CONTRACT FOR TIRE REPAIR/ REPLACEMENT SERVICES**

**THIS CONTRACT FOR TIRE REPAIR AND REPLACEMENT SERVICES** (the "Contract") is made and entered into on \_\_\_\_\_, 2025 by and between the CITY OF BIRMINGHAM, ALABAMA, an Alabama municipal corporation (hereinafter "City"), and \_\_\_\_\_ (hereinafter, "Company").

**WITNESSETH:**

**WHEREAS**, in connection with Bid # 25-35 (the "Bid"), the City has conducted a competitive bid process and selected a contractor to provide tire repair and replacement services at the locations specified in the Bid and to perform said tire repair and replacement services as specified in this Contract and the Bid (collectively, the "Work");

**WHEREAS**, Company operates a tire repair and replacement business, and possesses the skill, experience, ability, background, certification, and knowledge to provide the Services described in this Agreement on the terms and conditions described herein, and submitted the lowest, most responsible bid; and

**WHEREAS**, City is awarding Company the right to perform the Work contemplated in the Bid.

**NOW WITNESSETH**, in consideration of the mutual covenants and benefits herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1: Scope.** At its sole expense, Company agrees to provide all facilities, personnel, materials, and equipment necessary to perform the Work. The Bid, specifications and requirements in the Bid, and this Contract hereinafter collectively may be referenced as the "Contract." Company agrees to perform the Work for City.

Company agrees to perform the Work in accordance with the specifications and requirements in the Bid and comply with other obligations and requirements in the Bid and in this Contract. The Contract Requirements and Specifications are incorporated herein by this reference and attached hereto as **Exhibit A**.

During the Term (as defined below), except as provided in the Contract, Company shall have the right and privilege of performing the Work within the City of Birmingham, provided, however, nothing in this Contract shall prevent or preclude the City from utilizing its own equipment and personnel to perform any tire repair or replacement services or related services.

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**Section 2: Term/Early Termination.** Unless terminated sooner as provided herein, the term of this Contract shall commence on the date first written above (the "Effective Date") and shall continue in effect thereafter for a period of one (1) year, subject to the availability of funding, with the option of renewal for two (2) additional one-year terms, for a possible maximum term of up to three (3) years.

The City may terminate this Contract before the expiration of its Term upon the occurrence of any of the following:

- A. Company defaults on a material obligation to the City under the Contract (a "Default"), and Company fails to correct or remedy the Default within seven (7) days after the City's provision of written notice of Default to Company. The failure of the Company to timely perform the Work or comply with the specifications set forth in this Contract shall be considered an event of Default. This termination remedy is in addition to any other remedy or right provided to the City in the Contract or available by law that arises from a Default; or
- B. At its convenience and without the occurrence of a Default by Company, the City may terminate this Contract by providing Company fifteen (15) days' written notice of intent to terminate; or
- C. Funding of this Contract is solely provided from the General Fund Budget of the City of Birmingham. At any time should the City fail to appropriate funds for this Contract, City shall give the Company written notice within (30) days of the passage of the budget of the City's failure to appropriate funding for the Contract. The Contract shall terminate at that time. City shall only be obligated for payment of goods and services already provided at the time of termination; or
- D. The Company fails to perform the Work satisfactorily, or the product, item(s), or product lines provided in connection with the Work fail to perform satisfactorily, as addressed previously in the bid documents, on page 3, in the paragraph entitled "Cancellation"; or
- E. The City may order Company in writing to suspend all or any part of the Services for the convenience of the City upon a stoppage beyond the control of the City or Company.

Either party may terminate this Contract during any extended period by providing advance written notice to the other party thirty (30) days prior to the designated time for termination.

**Section 3: Compensation.** Company's compensation for the Work shall be an amount not to exceed that specified in the Bid Form submitted by the Company, a copy of which is attached as **Exhibit B**, without additional authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

**Section 4: Reports.** If requested by the City's Director of Finance or any other City department director (or their designated representatives), the Company shall furnish the City daily, monthly, and annual reports of all City-related transactions reflected in the Company's computer records system in a commercially reasonable format or on forms furnished by the City.

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**Section 5: Audit/Company's Retention of Records.** Upon reasonable advance notice from the City's Director of Finance, Company, at its own expense, agrees to allow inspection of facilities and produce financial records maintained by it with respect to transactions contemplated under this Contract and otherwise participate in a periodic audit designed by the City to evaluate whether Company is properly accounting or completing financial transactions that are authorized and contemplated hereunder. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement. To facilitate any such financial audit, Company agrees that, for a period of no less than two (2) years following the termination of this Contract, or any longer period required by law, it will maintain all accounting, billing or other financial records that Company generates and maintains in connection with its performance of its services hereunder. Where the City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Consultant's business, the City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

**Section 6: Indemnification/Insurance.**

- A. Indemnification for Claims. Company agrees to defend, indemnify, and hold harmless the City of Birmingham, and their agents, employees and officials (hereinafter the "Indemnitees") from and against 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, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages) (collectively herein "Claim(s)") by any third parties (including any employee, subcontractor or representative of the Company, hereafter a "Company Representative") that arise out of, relate to, result from, or are attributable to any of the following: (a) any conditions in or about the City-owned properties or Work sites that Company or any Company Representative may enter or encounter in performing their services or Work; (b) the use or occupancy of City-owned properties and Work sites by the Company or any Company Representatives; and (c) any act, omission or conduct by Company or any Company Representative that arises from or relates to its (or their) performance or failure to perform its (or their) responsibilities and Work under this Agreement. This indemnification obligation includes Claims by third parties that are caused in part by the negligence of an Indemnatee; provided, nothing herein shall obligate Company to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees. Any indemnity obligation of company under this Contract shall survive the expiration or termination of this Contract.
- B. Claims by Company against the City. If the City commits a default or fails to perform a material obligation owed to Company hereunder, terminates this Agreement for its convenience or otherwise terminates it before its expiration, the City's sole obligation and liability to Company arising from such breach or termination is limited to payment of Company for Work and services it rendered prior to such breach or early termination. The

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portion of the fee payable to the Company at the time of Default or termination will be calculated in proportion to services actually performed when Company receives notice of termination.

C. Insurance Requirements.

For the duration of this Contract and for limits not less than stated below, the Company shall maintain the following insurance at Company's cost and expense:

- (i) Company shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for Company's employees in accordance with the laws of the State of Alabama. In addition, the Company shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of Alabama for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Company for the City.
- (ii) General Liability Coverage. Company shall maintain commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least Two Million Dollars (\$2,000,000).
- (iii) Automobile Liability Coverage. Company shall maintain automobile liability insurance covering bodily injury and property damage for all activities of Company arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than One Million Dollars (\$1,000,000) combined single limit for each occurrence.

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.

The City's bid number (25-35) must appear on any/all copies of the Certificate of Insurance.

The Company 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 Company herein.

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1. City Additional Named Insured. Except for the Workers 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 Company 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 form ISO, CG 2010.1185.
2. 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.
3. Waiver of Subrogation. Company shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City, and its officers, employees, agents, and subcontractors. Further, Company hereby waives any rights of subrogation against the City. All general or automobile liability coverage provided herein shall not prohibit the Company or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.
4. Proof of Coverage. Before the commencement of Work hereunder, the Company shall provide to the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. These certificates shall provide that such insurance shall not be changed, terminated or expire without thirty (30) days advance notice to the City. In the event 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 Company 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.

**Section 7. Payment of Invoices by City.** Company shall submit monthly invoices to a representative designated by the City (the "City Representative"). Company's invoices shall include a brief description of the Services performed, the date the Services were performed, or deliverables provided, the number of hours spent and by whom, and a description of any reimbursable expenditures. Notwithstanding any provision herein, Company acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the Company under this Contract all unpaid, delinquent, or overdue license fees, taxes, fines, penalties, and other amounts due the City from the Company.

Company's invoices may be rejected, revised, and resubmitted, subject to conditions indicated in paragraphs (i) and (ii) below:

(i) Should the City Representative determine, in review of an invoice, that the Services and deliverables for which billing is submitted in required form have not been satisfactorily or completely provided, the City Representative may reject the invoice and return it to Company for revision and

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resubmission, provided that the reason(s) for the rejection or the disputed Services or deliverables are identified in writing to Company.

(ii) Upon receipt of notice of rejection of an invoice, Company may revise and resubmit the invoice, provided that Company also makes, in timely fashion, reasonable efforts to correct or complete the disputed Services or deliverables identified in the City Representative's written rejection. If the City Representative determines, in the exercise of his or her sole and reasonable judgment, that satisfactory progress in completing the Services or deliverables so identified has not been made within thirty (30) calendar days of Company's receipt of the rejection, the City Representative may direct Company, in writing, to stop further work until the City Representative determines that satisfactory progress is being made, at which time the City will inform Company, in writing, that Company may resume work.

(iii) Company must give written notice that the Services have been completed or substantially completed, and the City shall make a final inspection of the Services, and if the Services are found to be completed or substantially completed in accordance with this Agreement, the City shall, upon the receipt of invoice, make final payment to Company within thirty (30) days the balance due Company under the terms of this Agreement

**Section 8: Contract Representatives.** Each party shall appoint a representative(s) who shall coordinate with the other party on matters pertinent to the performance of the Work and administration of this Contract (the "Contract Representative(s)"). The City's Contract Representatives are:

City of Birmingham  
Equipment Management Department  
515 6<sup>th</sup> Avenue South  
Birmingham, AL 35203  
205-254-6300  
Email: [cedric.roberts@birninghamal.gov](mailto:cedric.roberts@birninghamal.gov)

With Copy to:

City of Birmingham  
Office of the City Attorney  
710 20<sup>th</sup> Street North, 6<sup>th</sup> Floor  
Birmingham, AL 35203  
205-254-2369  
Attention: \_\_\_\_\_,  
Assistant City Attorney

The Company's Contract Representative is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

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The Contract Representative(s) designated above shall have the authority to act on behalf of its organization to transmit instructions and receive information. Either party may designate a Contract Representative other than the person named above upon provision of written notice to the other.

**Section 9: Notices.** Any notice required hereunder shall be in writing and either served personally or sent by prepaid, first-class United States mail to the appropriate Contract Representatives. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this Section.

**Section 10: Non-Discrimination/ Disadvantaged Business Enterprises.**

- A. Company (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the services contemplated hereunder or its own employment practices. Failure by the Company 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.
- B. Company 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.
- C. Company acknowledges and agrees that the City, as a matter of public policy, encourages participation of minority- and women-owned and other disadvantaged business enterprises to the maximum extent possible. This policy includes historically under-utilized business enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic, and community revitalization programs.

**Section 11: Other Representations and Warranties.** As additional inducement to the City for it to enter the Contract, Company makes the following additional representations and warranties:

- A. It will perform the Work in a good and workmanlike manner. The City has relied upon the professional training and ability of Company to perform the Services hereunder as a material inducement to enter into this Agreement. Company shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All work performed by Company under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Company's field of expertise;
- B. The Company warrants that, before performing the Work contemplated hereunder, it will inspect the sites where Work is completed. The Company further warrants that, before performing the Work, it

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

C. On the Effective Date and throughout the Term of this Contract, it shall have in place and utilize a written policy concerning the testing of Company employees for drug use. This policy shall outline the procedures used to test current employees as well as potential new employees for the Company, and actions to be taken when drug use is discovered. Company shall provide a copy of its written policy to the City before the Contract is signed;

D.

(i) If Company conducts business through a corporation, limited liability corporation, or other similar organization, it is a duly organized and existing entity that is authorized to perform business under the laws of the State of Alabama, and has the power to enter into and to perform and observe its agreements and covenants in the Contract;

(ii) all actions required to be taken by or on behalf of Company to execute the Contract, and to perform its covenants, obligations and agreements hereunder, have been duly taken. Those actions may include a resolution duly adopted by its governing body; and

(iii) the execution and performance of the Contract by Company do not constitute and will not cause the breach or violation of any Contract, lease, franchise, permit or agreement of any nature to which Company is a party.

E. It has not employed or retained any firm, entity or person to solicit or secure its selection to enter into this Contract, and that it has not paid or agreed to pay any fee, commission, percentage, gift or other consideration to any such firm, entity or person that is contingent upon or resulting from the award or making of this Contract. The City, at its sole discretion, may terminate the Contract without liability for breach of this warranty.

F. During the term of this Agreement, Company will not accept work, enter into a contract, or accept any obligation inconsistent or incompatible with Company's obligations or the scope of services rendered for the City under this Agreement. Company warrants that, to the best of its knowledge, there is no other contract or duty on Company's part which conflicts with or is inconsistent with this Agreement. Company agrees to indemnify the City from any and all loss or liability incurred by reason of the alleged breach by Company of any services agreement with any third party.

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- G. Company agrees to perform the Work pursuant to the specifications in this Agreement and Exhibit A.
- H. The Company must furnish satisfactory evidence to the City that it has been continuously engaged in the business of tire repair and replacement for at least the past five (5) years, and that it will be able to maintain operations and comply with the general specifications referred to hereinafter under all conditions. The Company shall be required to demonstrate to the satisfaction of the City that they have adequate financial resources, experienced personnel, equipment and expertise to perform the services required. No Agreement will be awarded to any Company who, as determined by the City, has an unsatisfactory performance record or inadequate experience or who lacks the necessary capital, organization, personnel, and equipment to conduct and complete the Work in strict accordance with the specifications.
- I. The City may modify the performance of Services assigned to Company without invalidating this Agreement. To avoid delay in a performance of Services, upon receipt of any City-requested change in the Services, Company shall promptly proceed with the change in Services. If Company believes it is entitled to additional compensation for the change in Services, Company shall promptly notify the City in writing before undertaking the additional or changed Services. Any change in Company's compensation or modification to the performance of the Services assigned to Company shall be made by a written agreement signed by both parties, subject to the availability of funding in the City's General Fund Budget following the appropriation and authorization of such funding by the Birmingham City Council.

**Section 12: Miscellaneous Provisions.**

- A. Permits. Before commencing the Work, Company, at its own expense, will obtain all licenses, permits or other governmental authorizations needed to complete the Work, including without limitation, a business license issued by the City (collectively, "Licensing"). Company further agrees to maintain that Licensing throughout the performance of its Work.
- B. Compliance with Laws. Throughout the Term of this Contract, Company agrees to comply with all regulations and laws concerning the performance of the work, including, but not limited to, laws concerning the safety, inspection, maintenance, and operation of its equipment used to perform the Work, and laws regarding the employment and use of qualified employees to perform the work.
- C. Licenses. Throughout the Term of this Contract, company shall maintain all Municipal, County, and/or State licenses and all City of Birmingham tax liabilities current. Failure to do so will be grounds for default as herein stated.
- D. Right to Services Products. With respect to any goods or equipment used by Company to perform its Work for the City, Company warrants that it owns, is licensed or has the right to utilize such equipment, including all intellectual rights attendant thereto. To the fullest extent permitted by law, Company shall defend, indemnify, and hold harmless the City (and its representatives) from and against all actions, damages, judgments, losses, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs) and claims for patent, copyright or other infringement of intellectual property rights arising out of, related to, or resulting from Company's breach of this warranty.

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- E. Confidentiality. Company agrees that 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. Company shall exercise reasonable precautions to prevent the unauthorized disclosure and use of the City information whether deemed confidential or not.
- F. Independent Contractor. Company is an independent Contractor of the City. This Contract does not create any partnership, joint venture, or principal-agent relationship between the City and Company. Further, the City retains no control or authority with respect to its means and methods in which the Company (or any of its employees, representatives or subcontractors) performs the Work.
- G. No Assignment; Subcontracting. The Company shall not assign this Contract, or any of its rights, obligations or the benefits hereunder, to any other party without prior written approval of the City, which approval may be withheld for any reason. In no event will this Contract be assigned to an unsuccessful bidder who was rejected because they were not a responsive or responsible bidder. Company shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If the City consents to such subcontract, Company shall be fully responsible to the City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
- H. No Third Party Beneficiary. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.
- I. Compliance with Alabama Boycotting Law. By signing this Contract, Company represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade. Further, Company represents that it does not and will not engage in economic boycotts.
- J. Entire Agreement; Amendment. This Contract (which includes Exhibit A, and the specifications and requirements in Exhibit A, and Exhibit B, the Bid Form submitted by the Company) and the Exhibits to this Contract constitute the entire agreement between the parties. These terms herein supersede all prior negotiations, representations or agreements, either written or oral, concerning the subjects herein, and any such negotiation concerning those matters is merged into this Contract. This Contract may be amended or modified only by written instrument signed by both parties.
- K. Execution in Counterparts. This Contract may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed Contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.
- L. Non-Waiver. Any forbearance or delay on the part of the City in enforcing any of its rights under this Contract shall not be construed as a waiver of its rights. No terms of this Contract shall be waived unless expressly waived in writing. The company must fully and completely comply with all the duties and obligations to be performed by it under the Contract. The City's past forbearance or waiver of any

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obligations of any other Contractors pursuant to any similar, previous agreement is not effective or binding and will not excuse performance under the contemplated Contract.

M. Severability. If any provision of this Contract is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of it shall remain in full force and effect.

N. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

O. Dispute Resolution. The parties will use their good faith efforts to resolve any dispute or claim between the parties arising from the performance or failure to perform their respective obligations under this agreement (a "Dispute"). Those efforts will include escalation of the Dispute to the senior manager/official level of each party. However, if the parties are unable to amicably resolve any Dispute, the dispute resolution mechanism shall be litigation in a state court of competent jurisdiction that is located in Jefferson County, Alabama. The parties waive any right to a trial by jury in any legal action between them that is instituted to resolve a Dispute.

P. Attorney Expense. If (i) either party should employ attorneys or incur other expenses in any legal action regarding a Dispute, and (ii) City secures a final judgment in the City's favor before a court of competent jurisdiction or obtains other relief from an administrative body related thereto against the Company, Company will pay the City its reasonable attorney's fees and other reasonable expenses that are incurred in that action.

Q. Limitation of Liability/Exclusion of Consequential Damages. COMPANY AND THE CITY AGREE AND ACKNOWLEDGE THAT, IN THE EVENT EITHER ASSERT OR MAKE ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE OTHER ARISING FROM AN ALLEGED BREACH OF THIS AGREEMENT OR AN ALLEGED FAILURE TO PERFORM ANY OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER, THE MAXIMUM AMOUNT THAT EITHER MAY RECOVER FROM THE OTHER AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO ACTUAL DAMAGES THAT DIRECTLY ARISE FROM THAT BREACH AND ARE PROVEN IN A COURT OF LAW. COMPANY AND THE CITY AGREE AND ACKNOWLEDGE THAT THE COMMERCIAL TERMS HEREIN WERE PROPOSED AND BASED ON THE ASSUSPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT NEITHER WOULD HAVE ENTERED INTO THIS AGREEMENT WITHOUT ITS INCLUSION. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR OTHER SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS. NOTHING IN THIS PROVISION SHALL BE CONSTRUED TO LIMIT, MODIFY OR AFFECT THE COMPANY'S INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT.

R. Offset for Overdue Fees, Taxes, Etc. Pursuant to Executive Order of the Mayor of Birmingham No. 76-09 (effective as of August 21, 2009), Company acknowledges and agrees that the City has the right to deduct from the total amount of consideration to be paid, if any, to Company under this Agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from Company.

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- S. "Buy Local". Company agrees that in connection with any portion of the Work, it will make commercially reasonable efforts to buy and/or lease supplies, materials and equipment from vendors located within the corporate limits of the City of Birmingham and it will encourage any subcontractor of the Company, if any, to buy and/or lease supplies, materials and equipment from vendors located within the corporate limits of the City of Birmingham.
- T. Local Hiring. Company agrees to make, and to cause its subcontractors, if any, to make commercially reasonable efforts to hire qualified residents of the City of Birmingham to fill available positions with respect to the Work.
- U. Contract Controls. In the event of a conflict between any term, specification or provision in the attachments and exhibits and those in this Contract, the provisions in this Contract shall control and govern.
- V. Immigration Act Compliance. (a) Consultant represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Code of Alabama (1975) §31-13-1 et seq. (Act No. 2011-535 (H.B. 56)), as amended from time to time (the "Immigration Act") and that, during the performance of this Agreement, Consultant shall participate in the E-Verify program as required under the terms of the Immigration Act. (b) Consultant represents and warrants that Consultant shall not hire, retain or contract with any contractor to work on such construction which Consultant knows is not in compliance with the Immigration Act. (c) By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. (d) Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- W. Applicable Law; Venue. This Contract shall be construed and interpreted in accordance with the laws of the State of Alabama and, in the event of a dispute, the venue of any action brought hereunder shall be exclusively in the Circuit Court of Jefferson County, Alabama, Birmingham Division.
- X. Entire Contract. This instrument contains the entire contract between the parties and all prior written or oral negotiations, discussions, understandings and contracts are merged herein.

CITY OF BIRMINGHAM-PURCHASING DIVISION  
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MICHELLE RICE, BUYER  
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT

MARCH 5, 2025  
ITB# 25-35

IN WITNESS WHEREOF, the City of Birmingham and Company have caused this instrument to be duly executed by persons duly authorized as of the date set forth above.

ATTEST:

CITY OF BIRMINGHAM, ALABAMA

By: \_\_\_\_\_  
Lee Frazier, City Clerk

Randall L. Woodfin, Mayor

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form by:

\_\_\_\_\_  
Assistant City Attorney / Date

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**ACKNOWLEDGEMENTS**

**EXHIBIT A: CONTRACT SPECIFICATIONS AND REQUIREMENTS FOR WORK AND SERVICES**

_____ AUTHORIZED SIGNATURE	_____ TITLE
_____ PRINTED NAME	_____ DATE

**EXHIBIT B: BID FORM SUBMITTED BY COMPANY**

_____ AUTHORIZED SIGNATURE	_____ TITLE
_____ PRINTED NAME	_____ DATE

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

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

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

(a) **UNIQUE ENTITY ID (UEI)**

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

**The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov.**

**As part of this transition, the DUNS Number has been removed from SAM.gov.**

*The City of Birmingham does not provide UEI numbers.*

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

\_\_\_\_\_  
TITLE

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

\_\_\_\_\_  
DATE

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

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

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*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:

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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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*City of Birmingham Transparency in City Government Disclosure and Certification Form*

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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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.

Should this bid be accepted by the City of Birmingham, the undersigned hereby agrees to enter into a formal contract with the City of Birmingham for tire repair service in accordance with the specifications and instructions pertaining to this bid and the form of contract attached hereto. Additional information required by the invitation to bid is enclosed herewith. We understand that if our bid is accepted, failure to enter into contract with the City will result in forfeiture of our bid bond.

Bidder acknowledges receipt of \_\_\_\_\_ addenda(s).

\_\_\_\_\_  
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) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_