

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

RYAN FOUST, PRINCIPAL BUYER
EDWARD WILLIAMS, ASST. PURCHASING AGENT

APRIL 16, 2025
ITB: 25-41R

TO:	Prospective Bidders
INVITATION TO BID NUMBER:	Bid #25-41R (A complete copy can be downloaded at www.birminghamal.gov)
SEPARATE SEALED BIDS FOR:	OVERHEAD DOOR MAINTENANCE, PARTS & REPAIR
INVITATION TO BID RESPONSES WILL BE RECEIVED BY:	Ryan Foust, Senior Buyer Purchasing Division 710 North 20 th Street, P-100 City Hall Birmingham, AL 35203-2227

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

OPTIONAL SITE VISIT:	BID DUE DATE:	BID OPENING DATE:
Wednesday, April 30, 2025, at 10:00 A.M. (Central Standard Time)	Monday, May 5, 2025, by 5:00 P.M. (Central Standard Time)	Tuesday, May 6, 2025, at 11:00 A.M. (Central Standard Time)

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

BID OPENING WILL BE HELD AT:
Purchasing Division
710 North 20th Street
P-100 City Hall
Birmingham, AL 35203-2227

TELEPHONE INQUIRIES – NOT ACCEPTED

Telephone inquiries with questions regarding clarification of any and all specifications of the ITB will not be accepted. All questions must be e-mailed to Ryan Foust at ryan.foust@birminghamal.gov.

Submissions may be withdrawn, modified, and resubmitted prior to the formal bid due date.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

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

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

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

Published-Alabama Messenger – 04/16/2025

RELEASED BY:




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INVITATION TO BID

Sealed bids marked “**Overhead Door Maintenance, Parts & Repair**”, will be received by the Purchasing Agent, P-100 First Floor City Hall, 710 North 20th Street, Birmingham, Alabama 35203.

An optional site visit will take place on **Wednesday, April 30, 2025** at 10:00 A.M.. Vendors wishing to participate in the site visit must confirm their desire to participate no later than **Monday, April 28, 2025** by 5:00 P.M.

Bids will be accepted until 5:00 P.M. central time (standard or daylight savings time, as applicable) on **Monday, May 5, 2025**. Bids submitted after these dates and times will not be considered.

Bids will be publicly opened at 11:00 A.M. on **Tuesday, May 6, 2025**.

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

TERM OF CONTRACT

Any contract resulting from this ITB will become effective upon bid award, not to exceed (3) three years. Per Section 3-3-7(7) of the Birmingham City Code and State Bid Law, the proposed contract shall be in effect for a minimum of one (1) year guaranteed contingent upon Council approval. The life of this contract shall exist with the approval of both parties with the provision that no price increase in the original bid prices shall be allowed.

ADDENDA

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

CERTIFIED CHECK/BID BOND/CASHIER'S CHECK

It is required for any contract exceeding \$10,000.00 that the bidder submits with his bid a certified check, a cashier's check, or a bid bond payable to the City of Birmingham. In order for any bid award to be considered that exceeds \$10,000.00, your bid must be accompanied by an acceptable bid bond or check in the amount of \$500.00. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond check shall be forfeited.

The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

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

All bids are to be submitted on the bid form provided and all bids are to be f.o.b. Birmingham, Alabama delivered.

The City reserves the right to reject any or all bids submitted, in whole or part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked “**Overhead Door Maintenance, Parts & Repair, 5:00 P.M., 05/05/2025.**” 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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**APRIL 16, 2025
ITB: 25-41R**

INVITATION TO BID – cont'd

GENERAL

The City of Birmingham is seeking bids for overhead door maintenance, parts & repair. The basis of the bid shall consist primarily of any and all overhead door maintenance, parts and repair items and related accessories required by the City. The City intends to award to the lowest priced, responsive, responsible bidder. The City of Birmingham expressly reserves the right to reject any or all bids, or parts of bids, or to re-bid and to make the award as the best interest of the City of Birmingham appears. For the purchase of personal property, the City's policy is to apply a local preference option, as allowed by State of Alabama Code, Section 41-16-50, in determining the low bidder.

Bid openings will be held in person and virtually via Webex. Login information can be found on the City's website at www.birminghamal.gov (click on the link titled **Work** then click on **Bidding Opportunities**).

CANCELLATION

The City reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City determines that the services, item(s) and/or product lines(s) being supplied is/are failing to perform satisfactorily. Any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered for award. Municipalities are not liable for sales tax: reference Code of Alabama Section 40-23-4. Costs normally considered pass through costs (property tax, use tax, delivery charge, etc.) to the customer by the provider must be included in any fee proposed (Code of Alabama 40-12-222). For the purchase of personal property, the City's policy is to apply a local preference option, as allowed by the State of Alabama Code, Section 41-16-50, in determining the low bidder.

AWARD

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

PURCHASE ORDERS

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

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

TERMINATION OF CONTRACT

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

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

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.**

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INVITATION TO BID – cont'd

CERTIFIED CHECK/BID BOND/CASHIER'S CHECK

Each bidder is to extend prices and provide a total for the bid being submitted. In order for any bid award to be considered that exceeds \$10,000.00 your bid must have been accompanied by an acceptable bid bond, certified check or cashier's check in the amount of \$500.00. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond check shall be forfeited.

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

The City'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.**

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.

PRICES

Include transportation (including fuel surcharge, if applicable).

QUANTITIES

The quantities shown on the bid form are estimated initial purchase 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.

ADDITIONAL PURCHASES

The City has attempted to list all items for "Overhead Door Maintenance, Parts & Repair" required during the term of the contract, if mutually agreed upon, additional contracts may be executed, based upon this bid for the same item(s) or related types.

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.

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INVITATION TO BID – cont'd

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

FORM W-9

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

BUSINESS LICENSE

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

PUBLIC DISCLOSURE

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

TELEGRAPHIC/ELECTRONIC BID RESPONSES

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

E-VERIFY

Successful Vendor (located in the State of Alabama or located outside of the State of Alabama, but employs one or more employees within the State of Alabama) represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien", as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H.B.56) of the Alabama Legislature, as amended from time to time (the "Act") and that, during the performance of this contract, Vendor shall participate in the E-Verify program as required under the term of the Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award.

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

Any questions concerning these specifications should be addressed to Purchasing Division, Ryan Foust, phone (205) 254-2269, fax, (205) 254-2484, between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday.

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INVITATION TO BID – cont’d

SINGLE BID

If a single bid response is received for this ITB, the City reserves the option to award or negotiate for a lower price with the rejected Bidder and other Bidders by means of sealed quotes, upon department approval. The rejected Bidder’s initial offer will not be disclosed to other Bidders, prior to the awarding of a contract. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications required by the City are met.

NEGOTIATIONS

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

PROHIBITION AGAINST BOYCOTTING

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

HOLD HARMLESS AND INDEMNIFICATION

Vendor(s) shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the “Indemnitees”) from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys’ fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter “Claims”) by any third parties (including any employee, subcontractor or representative of the Vendor, hereinafter (Vendor Representative”) that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor’s performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Vendor or any Vendor Representative may encounter; or (c) the use or occupancy of the work sites by Vendor or any Vendor Representatives. This indemnification obligation 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).

GOVERNING LAW/DISPUTE RESOLUTION

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

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.

GUARANTEE

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

CONFIDENTIALITY

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

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INVITATION TO BID – cont'd

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.

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

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

THIRD-PARTY “REMIT-TO”

If a Bidder has a third-party “remit-to” company, that information must appear on the Bidders response. The City of Birmingham will send payment to the company designated by the Bidder on its response but will not be responsible for resolving payment issues should the Bidder change payment processing companies after a payment has been mailed or without a 45-day written notification to the Community Development and Accounting division of the City of Birmingham.

INVOICING

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

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

**CITY OF BIRMINGHAM
DEPARTMENT OF PUBLIC WORKS
501 6TH AVENUE SOUTH
BIRMINGHAM, AL 35205**

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

BID SAMPLES

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

INSURANCE REQUIREMENTS

Liability Insurance: For the duration of this contract and for limits not less stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$1,000,000.00 total with a maximum of \$500,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Contractor with limits of not less than \$500,000.00 bodily injury per occurrence, \$500,000.00 property damage or combined single limit of \$500,000.00; and (iii) Workman’s Compensation coverage in an amount adequate to comply with the statutory requirements. The City’s bid number **(25-41R)** must appear on any/all copies of the certificate of insurance.

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INVITATION TO BID – cont’d

INSURANCE REQUIREMENTS (cont’d)

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

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

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

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

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

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

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

SITE VISIT: An optional site visit will be conducted for vendors wishing to participate in the invitation to bid. This site visit will take place on **Wednesday, April 30, 2025, at 10:00am**; participating vendors must arrive at the City Hall Purchasing Office by 9:45am. **Vendors wishing to participate in the Site Visit must confirm their desire to participate no later than April, 28 2025 at 5:00pm by email to Ryan.Foust@birminghamal.gov.** The site visit will allow potential bidders to review multiple types of overhead door installations currently in service with the City of Birmingham Fire Department and other City facilities. Attendance will give bidders a better understanding of the various types of doors in service, allowing for a more responsive bid submission.

(Continues on following page)

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INVITATION TO BID – cont'd

GENERAL MAINTENANCE, PARTS & REPAIR

The City of Birmingham intends to establish a labor and materials bid award for on-call, on-site Overhead Door repair City-wide. The awarded vendor(s) must offer commercial grade openers, parts, maintenance, lubrication, cleaning, adjustments, overhead door glass replacement, and bi-fold door replacement and repair. The City reserves the right to inspect any potential vendor's equipment, inventories, personnel, location(s), etc., before an award is made, to verify the potential vendor has the ability to properly service the City's requirements.

Bids will be considered only from Contractor's which are regularly engaged in the Overhead Door business as described in this bid package. The qualifications shall be as follows:

- A. Have available facilities and/or equipment to render the services discussed herein. Items such as door hinges, rollers, bearings, coupling, keyways, set screws, chains, cables, sprockets, trolley arms, trollies, roll pins, photo eyes, oil, grease and springs should be on hand in the awarded vendor's inventory. The awarded vendor should have all equipment on hand and in their possession to complete a commercial overhead door project; **additional charges for the rental of scissor/man lift to complete a job will not be allowed.**
- B. Technical knowledge and at least three years of experience in work as described herein
- C. Available manpower to render the services
- D. Has no just or proper claim pending against him or his company

PERSONNEL:

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

BASIS FOR AWARD:

Other factors that will be considered besides the lowest price are:

- A. Response time (45 minute onsite response time desired for Emergency Requests and Police and Fire Facilities)
- B. Warranty period
- C. Responses provided from the evaluation questionnaire
- D. Cost. This solicitation will be awarded to the responsible offeror(s) whose offer, conforming to the invitation, is determined most advantageous to the City of Birmingham, price and other factors considered.

COST ESTIMATES:

The contractor shall furnish a written cost estimate showing an itemized listing of all materials, labor, sub-contract work, and other directly chargeable incurred costs prior to commencement of the work on any work order. Any discounts per the bid award shall be displayed clearly on the estimate (**parts pricing before and after the awarded discount must be displayed on the estimate, if applicable.**) Cost estimates shall be submitted on a not-to-exceed basis. The amount invoiced will be limited to the actual cost of the work, calculated on a time and material basis. The City of Birmingham shall not pay more than the estimate amount unless the City of Birmingham approves an addition to the scope of work prior to the Contractor's performance of any additional work. Work that is directed by City of Birmingham authorized personnel as emergency work can be performed without the written cost estimate.

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

**RYAN FOUST, PRINCIPAL BUYER
EDWARD WILLIAMS, ASST. PURCHASING AGENT**

**APRIL 16, 2025
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INVITATION TO BID – cont'd

INVOICING:

- A. Invoices are subject to the approval of City of Birmingham authorized personnel.
- B. Invoices shall be submitted promptly upon completion of the work order. Generally, one invoice shall be submitted per work order. However, for larger work orders, partial invoices for progress payments may be submitted with the approval of City of Birmingham authorized personnel.
- C. Invoices shall be an itemized detailed statement of services rendered, i.e., labor, materials, discounts, credits, etc..
- D. Purchase Order Number must be referenced on each invoice.
- E. Each invoice should be clearly marked as to whether or not the work on that work order is complete. Correspondingly, the invoice should be marked as a “final” invoice for completed work orders and as a “partial” invoice for incomplete work orders.
- F. Names of each service technician that worked on the work order being invoiced shall be included on the invoice or in the back-up documentation (i.e. service tickets).
- G. **Arrival time and departure time for the time worked shall be logged and submitted with each invoice.** The City of Birmingham will pay for time beginning when the technician arrives on site until the technician leaves upon completion of work.
- H. The total time spent on a job shall be added together and summed to get the total labor billing on an invoice. Time shall be rounded to the nearest quarter-hour after the total time is summed.
- I. All materials used on the job must be listed on the invoice. Material listing shall contain a description, number used, single item cost an extended cost of each material. Invoices from suppliers shall be kept on file by Contractor and must be available for review by City of Birmingham auditors if requested. Any parts discounts awarded must be clearly displayed on the invoice.

OTHER REQUIREMENTS:

- A. Contractor shall conduct all work in a manner that conforms to all Federal, State, Local laws and in compliance with all applicable codes, standards, and local ordinances.
- B. Contractor must notify City of Birmingham authorized personnel of any potential conflict of interest it may encounter in Contractor’s dealings with suppliers and/or subcontractors.

PERMITS:

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

WARRANTY:

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

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INVITATION TO BID – cont'd

REPAIR OF DAMAGES:

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

SAFETY:

Contractor shall comply with all applicable OSHA, State of Alabama Safety Regulations and comply with all construction safety requirements of local authorities having jurisdiction. Contractor shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

MATERIAL SAFETY DATA SHEETS:

Any materials supplied to the City of Birmingham that are covered by the OSHA Hazard Communications Standard must be accompanied by the applicable Material Safety Data Sheet (MSDS) at the time of delivery.

SITE CLEANLINESS:

The Contractor shall give special attention to keeping the work site clean and free from trash and debris. Trash, debris and waste materials shall not be left at the customer's premises but shall be disposed of at the Contractor's facilities.

RESPONSE TIME:

The City desires a **45 minute on site response time** for Police and Fire Locations, and emergency requests, and desires a **4 hour response time** for all other non-emergency locations, during normal and after hours operation.

MANUFACTURER PARTS LISTING

All vendors submitting bids for ITB #25-41R must include a comprehensive parts pricing list for each manufacturer or supplier they are an authorized dealer for.

PREVENTATIVE MAINTENANCE

The City of Birmingham wishes to establish a consistent routine of maintenance for the 120 plus overhead door systems at facilities across the City. The goal with establishing this program would be to extend the life of the equipment currently in place, as well as promote early detection of operational malfunctions and deficiencies. The preventative maintenance portion of this ITB will be awarded separately from the General Overhead Door Parts and Repair section of the bid.

The awarded vendor(s) of the preventative maintenance section of the bid, will be provided with a blanket purchase order listing all of locations that the City wishes to begin P.M. service on. The City desires for each door on the list provided to be serviced quarterly (4 times annually). Once the vendor(s) receives the purchase order, they will be required to supply the requesting department with a schedule for when these P.M. visits will take place. All P.M. work must take place during normal business hours, Monday through Friday 8:00am – 4:30pm. The awarded vendor(s) will invoice separately for each door serviced, each time it is serviced. Along with the invoice, the vendor(s) should turn in a checklist at the same time, certifying that all items below have been inspected/serviced on the door being invoiced. Any deficiencies reported during the inspection that require additional parts or labor outside of the preventative maintenance service must be quoted separately.

SECTIONAL DOORS:

- (1) Inspect the condition of sections.
- (2) Inspect the alignment of door.
- (3) Lubricate and inspect rollers and bearings.
- (4) Adjust and lubricate springs.

(continues on following page)

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INVITATION TO BID – cont'd

PREVENTATIVE MAINTENANCE (cont'd)

SECTIONAL DOORS: (cont'd)

- (5) Inspect spring fasteners for secure mounting.
- (6) Inspect and tighten hinges and hardware.
- (7) Inspect cables for wear or damage.
- (8) Inspect drums for wear or damage.
- (9) Inspect locks for proper operation.
- (10) Inspect weather seals for wear or damage.
- (11) Inspect track fasteners and hangers for secure mounting.

ROLLING DOORS:

- (1) Inspect door alignment and level.
- (2) Inspect slats and end locks for damage.
- (3) Inspect guides, bottom bar and hood.
- (4) Inspect all weather seals for wear or damage.
- (5) Adjust springs and lubricate bearings.
- (6) Inspect and tighten fasteners..
- (7) Inspect and lubricate chain hoist.
- (8) Inspect and tighten all sprockets.
- (9) Inspect locks for proper operation.

ELECTRIC OPERATORS (Rolling or Sectional):

- (1) Inspect and adjust limit switches.
- (2) Inspect and adjust belts.
- (3) Inspect and lubricate roller chain.
- (4) Inspect and adjust brake.
- (5) Inspect and adjust clutch.
- (6) Inspect operator mounting.
- (7) Inspect and test disconnect.
- (8) Inspect and tighten all sprockets.
- (9) Lubricate all bearings.
- (10) Inspect and test all safety accessories.

(bidder questionnaire begins on following page)

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INVITATION TO BID – cont'd

QUESTIONNAIRE

1. Minimum Charges, Overtime and Holiday Pay

A. Bidder shall state any applicable minimum charges

B. The bidder shall state overtime policies. By submitting a proposal, the bidder agrees to abide by these working procedures regarding overtime.

C. The bidder shall state all holidays observed by his company for which the City of Birmingham would be expected to pay for labor at the applicable holiday rate

2. Contractor's Business and Financial Qualifications

A. Local office of your firm has been in the Overhead Door repair business and has performed work similar to the scope of this contract for _____ years.

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

C. Has your company (local office) ever failed to complete a project or contract? Yes _____ No _____

If yes, explain in detail: _____

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INVITATION TO BID – cont'd

QUESTIONNAIRE

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

If yes, explain in detail:

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

3. Contractor's Qualifications: List at least **three (3)** commercial /industrial clients (references) that you currently have or have successfully completed.

A. Company Name: _____ Contract number: _____
Contact name: _____ Phone Number: _____
Beginning/Ending dates (month/yr) of these contracts: _____

B. Company Name: _____ Contract number: _____
Contact name: _____ Phone Number: _____
Beginning/Ending dates (month/yr) of these contracts: _____

C. Company Name: _____ Contract number: _____
Contact name: _____ Phone Number: _____
Beginning/Ending dates (month/yr) of these contracts: _____

4. Is your company equipped to receive and respond to emergency **Overhead Door** calls from the City of Birmingham, 24 hours per day, 7 days per week, within the response time provided on the bid form?
Yes: _____ No: _____

If your answer is No, please list your guaranteed response time for the following service requests:

Normal Business Hours (Monday – Friday, 8:00 A.M. – 5:00 P.M.): _____
Normal Business Hours **EMERGENCY** or **BPD/BFRS** (Monday – Friday, 8:00 A.M. – 5:00 P.M.): _____
After Hours, Weekends, Holiday: _____
After Hours, Weekends, Holiday **EMERGENCY** or **BPD/BFRS**: _____

(continues on following page)

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INVITATION TO BID – cont'd

QUESTIONNAIRE

5. If you charge for a service call, list all activities that the fee covers:

6. Has your organization been cited by OSHA in the last 5 years?

Yes No If yes, how many times? _____

7. Do you conduct documented safety inspections? Yes _____ No _____

*Participating vendors are encouraged to use the form on page 21 of this bid document and to be as detailed as possible regarding any exceptions to the specifications provided in the invitation to bid that they may have. Please use additional pages if necessary.

(page left intentionally blank)

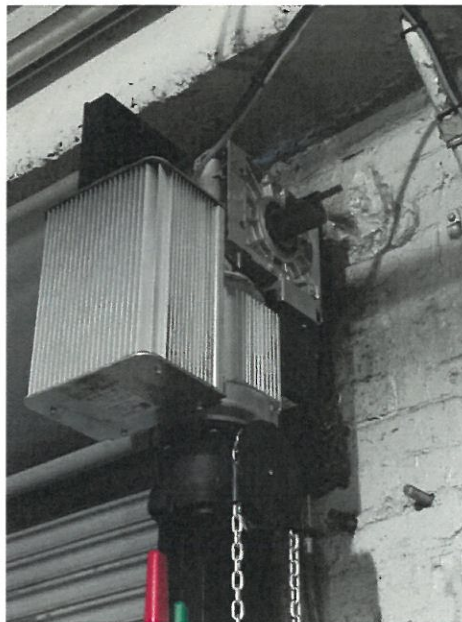
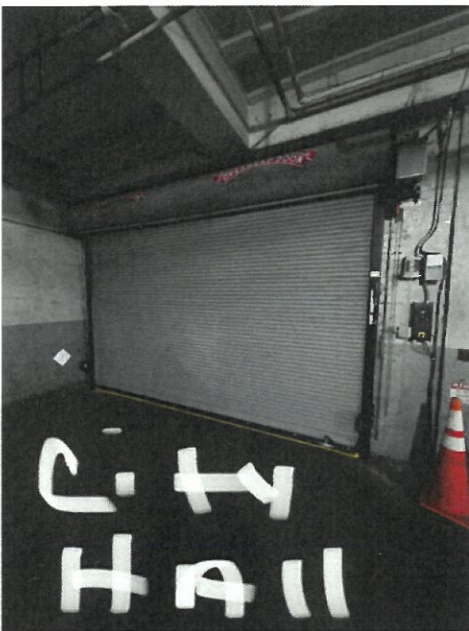
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INVITATION TO BID – cont'd

The following images are included to give prospective suppliers an example of some of the various door configurations throughout City Facilities as well as types of current deficiencies some locations are experiencing.

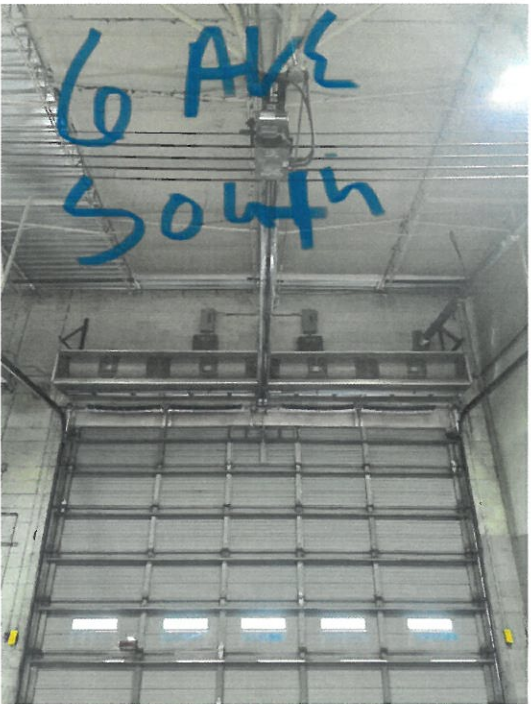


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**APRIL 16, 2025
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BID FORM

Edward Williams
Assistant Purchasing Agent
Birmingham, Alabama

Submitted below is my firm bid for Overhead Door Maintenance, parts & repair, for the City of Birmingham. Per Section 3-3-7(7) of the General City Code for the City of Birmingham, the proposed contract shall be in effect for a minimum of one (1) year. Upon approval of both parties, the life of this contract shall exist with the provision that no price increase in the original bid prices shall be allowed, in accordance with your Invitation to Bid and Specifications dated April 16, 2025. Prices quoted are f.o.b. Birmingham, AL, and I am bidding in exact accordance with the specifications except as listed below.

GENERAL MAINTENANCE, PARTS & REPAIR			
*The City desires a 45-minute on-site response time for emergencies and Police and Fire Locations and desires a minimum 4 hour response time for all other non-emergency locations, during normal, after hours, weekend and holiday operations.			
#	Description	U.O.M	Amount
1	LABOR RATE: Regular response rate for Overhead Door Repair, 8:00am to 5:00pm, Monday through Friday. Per technician/Per hour.	PER HOUR	\$
2	LABOR RATE: After hours response rate for Overhead Door Repair, 5:00pm to 8:00am, Monday through Friday, weekends & holidays. Per technician/Per hour.	PER HOUR	\$
3	SERVICE CALL (regular response rate): Charge for Service Call (if any) (List what S/C charges cover on evaluation questionnaire, item 5.)	EACH	\$
4	SERVICE CALL (after hours response rate): Charge for Service Call (if any) (List what S/C charges cover on evaluation questionnaire, item 5.)	EACH	\$
5	MATERIALS: Percentage discount off pricing on all parts and/or materials used in Overhead Door Repairs for the City.		%
6	Warranty Period: for all labor and materials.		

MAXIMUM DISCOUNT:

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

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

NAME OF YOUR COMPANY: _____

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BID FORM – cont'd

PREVENTATIVE MAINTENANCE – BFRS FACILITIES SECTION A			
*The City desires a 45-minute on-site response time for emergencies and Police and Fire Locations and desires a minimum 4 hour response time for all other non-emergency locations, during normal, after hours, weekend and holiday operations.			
#	Description	U.O.M	Amount
1	PREVENTATIVE MAINTENANCE: Vendor price for a single visit per door receiving all applicable preventative maintenance services, as per the provided specifications. Approximately 60 doors at Birmingham Fire & Rescue Facilities. All preventative maintenance services to be performed during normal business hours, Monday through Friday, 8:00am to 4:30pm.	PER DOOR	\$
2	LABOR RATE: After hours response rate for Overhead Door Repair and troubleshooting, 5:00pm to 8:00am, Monday through Friday, weekends & holidays. Per technician/Per hour.	PER HOUR	\$
3	MATERIALS: Percentage discount off pricing on all parts and/or materials used in Overhead Door Repairs for the City.		%
4	Warranty Period: for all labor and materials.		

PREVENTATIVE MAINTENANCE – BFRS FACILITIES SECTION B & VARIOUS CITY FACILITIES			
*The City desires a 45-minute on-site response time for emergencies and Police and Fire Locations and desires a minimum 4 hour response time for all other non-emergency locations, during normal, after hours, weekend and holiday operations.			
#	Description	U.O.M	Amount
1	PREVENTATIVE MAINTENANCE: Vendor price per door receiving all applicable preventative maintenance services, as per the provided specifications. Approximately 60 doors at Birmingham Fire & Rescue Facilities, and various other City Facilities. All preventative maintenance services to be performed during normal business hours, Monday through Friday, 8:00am to 4:30pm.	PER DOOR	\$
2	LABOR RATE: After hours response rate for Overhead Door Repair and troubleshooting, 5:00pm to 8:00am, Monday through Friday, weekends & holidays. Per technician/Per hour.	PER HOUR	\$
3	MATERIALS: Percentage discount off pricing on all parts and/or materials used in Overhead Door Repairs for the City.		%
4	Warranty Period: for all labor and materials.		

MAXIMUM DISCOUNT:

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

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

NAME OF YOUR COMPANY: _____

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DEBARMENT STATEMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSIONS,
AND OTHER RESPONSIBILITY MATTERS

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

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

- (a) Are are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have have not within a three-year period preceding award of this contract been convicted of or had civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Fed'eral or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;
- (c) Are are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission on any of the offenses enumerated in Paragraph (b) above; and
- (d) Have have not within a three-year period preceding award of this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.
- (e) **Unique Entity ID (UEI)**
UEI number must be provided on the signature page of this document before an award can be made to facilitate System Award Management (SAM) certification
<https://www.sam.gov/SAM/>. Companies that do not have a free UEI number may visit <https://.dnd.com/duns-number/get-a-duns.html> for more information. *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.

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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ITB: 25-41R

City of Birmingham Transparency in City Government Disclosure and Certification Form

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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City of Birmingham Transparency in City Government Disclosure and Certification Form

(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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**APRIL 16, 2025
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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:

_ _ / _ _ / _ _ _ _

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

RYAN FOUST, PRINCIPAL BUYER
EDWARD WILLIAMS, ASST. PURCHASING AGENT

APRIL 16, 2025
ITB: 25-41R

SIGNATURE PAGE

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origins, and acknowledge and agree that the City encourages minority - and women - owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

This page must be returned with bid.

Bidder acknowledges receipt of _____ addenda(s).
(addenda number)

U.E.I.D # _____

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) _____