CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

P-100 CITY HALL
710 NORTH 20TH STREET
BIRMINGHAM, ALABAMA 35203-2227

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WILLIAM A. BELL, SR.
MAYOR

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FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

February 23, 2016

INVITATION TO BID 16-16

Sealed bids for Land Bank Authority Software for the City of Birmingham for a period of one (1) year with a month to month extension thereafter upon mutual agreement of both parties, will be received by the Purchasing Agent, P-100 First Floor City Hall, Birmingham, Alabama, until 2:00 p.m., March 30, 2016 at which time and place they will be publicly opened and read.

Bidder's wishing to bid can download the complete solicitation including the specifications and bid form via the internet at www.birminghamal.gov (go to the link titled **Bidding Opportunities**), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265, fax (205) 254-2484 and requesting a copy be mailed to you. Any addenda will be available on the internet. Bidder is responsible for checking the website for addenda until bid opening date. Addenda will be mailed to only those vendors who were provided a copy in person or by mail.

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 the amount of $500.00. In order for any bid award to be considered that exceeds $10,000.00, it must be accompanied by an acceptable bid bond or check. 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 or check shall be forfeited.

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

The City and The Birmingham Land Bank Authority (BLBA) follow 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No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

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

Bids must be submitted in a sealed envelope marked, **"SEALED BID – Land Bank Authority Software – 2:00 P.M., 3/30/16**." Bids may be hand delivered to Room P-100 1st Floor City Hall, Birmingham, Alabama, or mailed to City of Birmingham, P. O. Box 11295, Birmingham, Alabama 35202-1295. (**DO NOT MAIL BID TO ROOM P-100 1ST FLOOR CITY HALL**). However bids sent by any express carrier (Federal Express, UPS, Airborne, etc.) must be mailed to 710 North 20th Street and specify delivery to Room P-100, First Floor City Hall.

It is the bidder's responsibility to make sure that his bid is in the possession of the Purchasing Agent on or before March 30, 2016. Bids received after this time will not be considered.

W. E. Caffee, Asst. Purchasing Agent

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B.N. 02/28/16

SPECIFICATIONS FOR BIRMINGHAM LAND BANK AUTHORITY (BLBA) SOFTWARE

GENERAL:

The City of Birmingham is seeking bids for Birmingham Land Bank Authority (BLBA) Software. The following specifications shall determine the requirements for the software desired by the BLBA. The software must be a single source management software system that tracks BLBA operations, generates needed documents, processes program applications, supports program development and planning, and interfaces with other software systems utilized by the BLBA and its partners.

The City reserves the right to request software demonstrations as deemed necessary by the City.

The proposed contract shall extend for a minimum time frame of twelve (12) months, with a month-to-month extension thereafter, at the prices originally bid, upon mutual agreement of both parties. This extension phase is not to exceed twenty-four (24) months. Prior to the end of the initial contract period or during any extension phase of this contract, the successful bidder(s) shall give the City an advanced thirty (30) days written notice if they wish to terminate the contract.

Bidders are required to provide an original and one copy of their bid. Bid documents must be in the possession of the Purchasing Agent on or before 2:00 p.m., March 30, 2016.

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

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

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.

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.

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.

The City reserves the right to terminate the contract, in whole or part, and seek new bids at any time the City determines that the services being supplied are failing to perform satisfactorily.

The contract(s) shall become effective from the date noted in the Notification of Award letter(s) to be mailed to the successful vendor(s).

SPECIFICATIONS FOR BIRMINGHAM LAND BANK AUTHORITY (BLBA) SOFTWARE

Contract award to purchase the services 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 services 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.**

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).

Vendor (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. 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.

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.

Bidders are to bid items exactly as specified on the Bid Form. Any exceptions should be noted in the appropriate space on the Bid Form. Failure to note exceptions could result in the rejection of the bid.

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.

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. Each bidder may submit a copy of his/her license along with his/her bid. However, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked.

Any successful bidder who is not currently set up as a vendor in the City of Birmingham, the 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.

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 tome (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. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract/agreement and shall be responsible for all damages resulting therefrom.

Any questions concerning these specifications should be addressed to the Purchasing Division, Yolanda Cox, Sr. Buyer, Phone: (205) 254-2878 – Fax: (205) 254-2484, email yolanda.cox@birminghamal.gov, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

SPECIFICATIONS FOR BIRMINGHAM LAND BANK AUTHORITY (BLBA) SOFTWARE

All participating bidders shall mark conspicuously compliance or non-compliance with an "X" in the appropriate column **beside each specified item. Those items marked in the "NO" column must be explained in detail on the provided "EXCEPTION TO SPECIFICATIONS" section.**

	BIDDER COMPLIES YES	NO
1. Performs internal tracking of properties owned by or targeted by the BLBA?	_____	_____
2. Maintains records of and updates services performed on properties by staff or vendors?	_____	_____
3. Tracks properties assigned to different BLBA programs for disposition?	_____	_____
4. Accepts external applications submitted by external parties to acquire or use properties?	_____	_____
5. Tracks income and expenses associated with properties and property services?	_____	_____
6. Produces properties and property information on a public web based display?	_____	_____
7. Provides regular and ad hoc reports as necessary for BLBA staff and board members?	_____	_____
8. Share data with other systems used by BLBA, including the financial management System, GIS system and related systems?	_____	_____
9. Fees are billed monthly/yearly as flat fees and per user fees?	_____	_____
10. Can be customized to meet unique requirements of BLBA?	_____	_____
11. Training is provided in the form of user training for all users? **PLEASE ATTACH TRAINING SYLLABUS**	_____	_____
12. After initial setup training is completed, user help is provided on-line and by phone?	_____	_____
13. Allows for input/upload of pre-existing data/information?	_____	_____
14. Provides the following different user interfaces: public viewer, read-only viewer and editor?	_____	_____
15. Can be accessed remotely, i.e. by inspectors/contractors in the field using a tablet?	_____	_____
16. Allows file/document uploading?	_____	_____
17. Is cloud based?	_____	_____
18. Is compatible with various desktop operating systems such as Microsoft, iOS, etc.?	_____	_____
19. Implementation and "Go Live" can occur within 30 days of contract execution? **PLEASE ATTACH TIMELINE**	_____	_____
20. Data is stored in a highly secured location and backed up regularly to protect all information?	_____	_____

BID FORM

Mr. William Caffee
Assistant Purchasing Agent
City of Birmingham, AL

Submitted below is my firm bid for Birmingham Land Bank Authority Software for a period of one (1) year and month to month thereafter in accordance with your invitation to bid and specifications dated February 19, 2016.
Prices quoted are F.O.B., Birmingham, AL and I am bidding in exact accordance with the specifications except as so indicated.

DESCRIPTION	
Initial Software Activation Fee	
Annual Software Cost (i.e. licensing, maintenance, updates, etc., for five (5) users	
Implementation/Installation Costs	
Travel and Expenses	
Training for five (5) users	
GRAND TOTAL	
Customization Costs (Hourly Rate)	

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.

EXCEPTIONS TO SPECIFICATIONS: (use extra pages if necessary)

_____

_____

_____

_____

_____

Bidder acknowledges receipt of _____ addendum (addenda) to this bid package (#16-16)
(0, 1, 2, 3, etc.)

This page must be returned with the bid.

DATE OF BID	NAME (PLEASE PRINT LEGIBLY OR TYPE)
COMPANY	TITLE
STREET ADDRESS	SIGNATURE
CITY STATE ZIP	TAX ID NUMBER
P. O. BOX	E-MAIL ADDRESS
CITY STATE ZIP	TELEPHONE NUMBER
TERMS OF PAYMENT	FAX NUMBER
DELIVERY DATE	WEBSITE

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)**